Previous references.

~~190~~ 1898

(Gen. Fin)

File No. 3 of 97-98

Serial Nos. 1—13

Later references.

Gen Fin 32 of 98

P 7E

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1—13

Countermarked

Part B. ~~for~~

SUBJECT.

Purchase of "Glenview" Bungalow at Coïmbatore.

Indexed

R(1) 4.9 dy 25.5.98 From the Superintending Engineer, Trichinopoly forwards for the orders of Govt letter dy 23.5.98 from Messrs Winterton & Ledge enclosing a draft Conveyance of the Glen view property for approval.

2. 477 dy 10.6.98 From the Superintending Engineer, Trichinopoly Requests that the orders required with regard to the purchase of the Glenview property may be issued.

3. D.O. dy 13.6.98 To The Superintending Engineer Trichinopoly G.R.S. ~~58~~ States that the Consent of the Madras Govt to the purchase of the property has not been received & that no orders ~~to proceed with~~ until it is received. Also

obtain the opinion of Messrs Winterton and Edge on the validity of the title

St 498 dy 20.6.98 From the Superintending Engineer Fernhill Forwards the opinion of Messrs Winterton and Edge dge in St 3 and Requests that a Sum of Rs 647 may be sent to him for expenses in Connection with the Conveyance.

5 1668/Fins 4046 dy 21.6.98 To the Officer in Charge of the State Huzur Dry Requests him to advance a Sum of Rs 647 to the Scalcar Supply Engineer on duty at Ootacamund

6 535 dy 9.7.98 From the Superintending Engineer, Fernhill Intimates that he has paid Rs 5000 to Messrs Winterton and Edge on account of the purchase of the Glenview property

549 dy 21.7.98 From the Superintending Engineer, Fernhill States that he has requested Messrs Winterton and Edge to give a detailed description of the title of Glenview and that on receipt of it he will send it to Mr Conolly for legal opinion

8 554 dy 28.7.98 From the Superintending Engineer, Fern Hill Forwards an epitome of the title of Glenview property.

3321/890 dy 8.9.98 To the Govt Advocate Forwards the above for his opinion

10 No 54/Judl O dy 15.9.98 From the Government Advocate Submits his opinion and states that the money should be paid to the Dt Court of Coimbatore for payment of debts &c if any

No 24/D.C dy 21.9.98 To Messrs Winterton & Edge. Intimates that instructions have been issued to the Bank of Madras, Ootacamund to pay the balance of the purchase money viz Rs 35000 to them and Requests them to have the money paid to the vendors and

And duly Registered.
No 25 D.C. dt 22.9.98 to the Comptr - Copy of Sl roll.
Letter dt 26.9.98 from Messrs Winterton and Edge.
12. State that the bond which has been already prepared will be duly Registered by the Vendors.

13. No 55 D.C. dt 27.4.99 To the Comptroller
Forwards a stamped acknowledgement, for the amount of advance of Rs 647 taken from the State Huzur Treasury, by Messrs Winterton and Edge being the amount due to them for their Costs &c in Connection with the purchase of the Glenview property.

Detail of accommodation in Dwelling House

Assessment No
Ward

Names of rooms	Dimensions L B D.	Approximate value of furniture	Condition of room	
Ground Floor				
Dressing Room	21½ 16	350	Ceiling requires repair Cornice all damp	15
Dining room	16 16	150	Ceiling dirty one window requires repair	10
Lobby	7½ 6½	5	ceiling requires cleaning	10
Landing	18½ 8	25	ceiling needs renewal - Water pipe walls	25
Bed room	16½ 16½	110	wall papering & ceiling needs repair	10
Dressing room	9 8½	15	only skirting repairs required	5
Bath room	8½ 6½	20	"	"
Dressing room	13 8½	40	Walls damp ceiling requires removal	15
Bed room	16 9	20	fire place requires to be taken down & rebuilt	
Store room	9 9	8	Wall cracked	5
Bath room	9 3½		Flooring requires renewal	70
Bed room dressing room & bath room	37 15½		"	"
Room & partition	9 5	200	fire place in only 2 bricks in chimney	
Store room	14 10 7½		very low and dark	
Do	14 10 7½		Do	30
Do	14 10 7½		Do	
Kitchen	14 12 7½		Do	
Pantry	12 9 7½	30	Do	30
Passage	35½ 9 7½		Do	
Kitchen	10 10 7½	180	Do	10
Enclosed Passage	18 3		"	"
Servants room	18 14	6	"	15
Store room	6½ 9½		"	"
Do	6½ 9½		"	"
Upper Floor				
Passage	36 6½		outer wall cornice & plumbing	20
Bed room	21½ 14	200	ceiling requires repairs - Cornice & fire place brick in chimney	25
Dressing room	8 8 7	15	end wall cornice & plumbing	"
Bath room	10 7 7	26	"	"
Do	10 7 7		"	"
Dressing room	14 10	20	walls very damp - paper requires removal	20
Bed room	14 14	55	walls damp	10
Bed room	18 14 8	120	Walls damp - ceiling needs repairs fire place brick in chimney	25
Bath room	9½ 10	66	"	"
Do	12½ 9		"	"
Porch	9½ 8	25	roofing corrugated iron only	
Do	9 6		Do	

These can also be called for all the principal rooms - I mean upon visiting first could not have them taken out. On examining - notes of decay may be corrected as not off repairs, whitening of roof, attics & also washing &c

Total

Rt. 1593

Total 35

Valuation Report of Property formerly known as "Gate Cottage" but now known as "Glen Kirk"

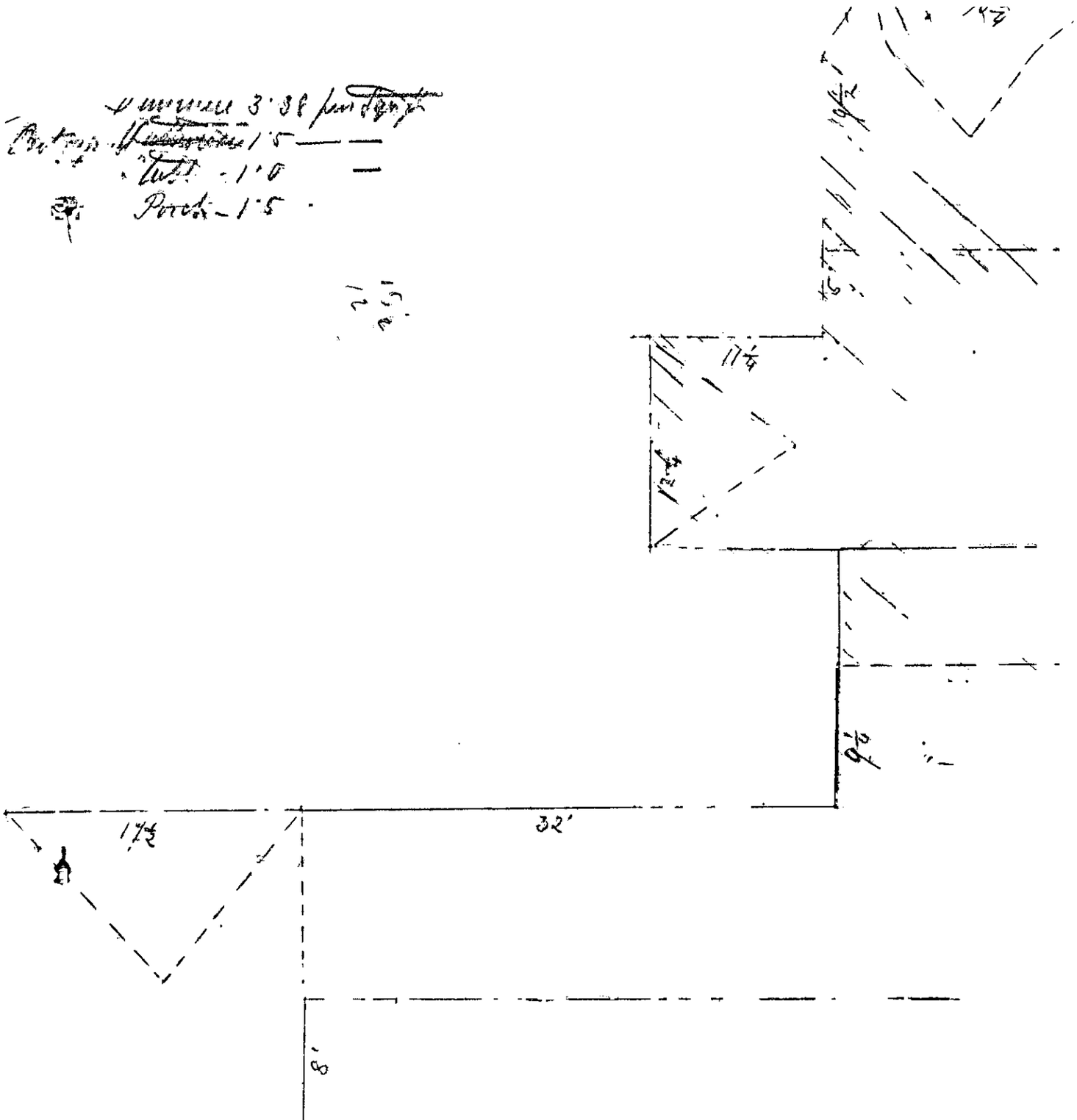
Dwelling House situate to the West of Fern Hill road, Stable, Coach house, servants lines, and tobacco godown situate to the East of Fern Hill road, Land to the West of Fern Hill road comprises Survey Nos 82, 85, 87 & 88, Pattah No 1096, and contains 49 acres 41 cents. Land to the East of Fern Hill road is numbered in plan as Survey No 53 and contains only 3.4 acres, vide details below.

Register No	Name	Pattah Survey No	Area acres	R	a	p	Remarks
53	Gate cottage	1096	3	4	3	0	East of Fern Hill road
82	Do	1096	92	14	9		West of Fern Hill road
85	Do	1096	4	6			Do
87	Do	1096	12	28	0	2	9	Do
88	Do	1096	1	32	5	4	6	Do
			26	99	26	15	10	Do
	Total		49	51	41	0	0	

Survey No 86 Pattah No 1092 is 4 acres 16 cents, assessment Rs 2-1-5 and belongs to General W. G. Woods

The land to the East of Fern Hill road, except by removing Rubber and outhouses be deemed two fine Gate building sites, and is therefore valuable & should fetch upwards of Rs 1500 per acre, exclusive of buildings

The land to the West of Fern Hill road is very extensive & 46 acres there is one capital building site facing Fern Hill road — two very fine ones facing Avalanche road, and two commanding sites between Avalanche road and Fern Hill boundary Allowing that site fronting Fern Hill road, say 4 acres, is worth Rs 1000 per acre — the two sites fronting Avalanche road, 8 acres are worth Rs 700 per acre, and the remaining land, including the two building sites in the centre, is worth Rs 300 per acre, the total value of the whole would amount to Rs 20,200 — and total value of both blocks Rs 20,300



Windows 3'8" from floor
Entrance doors 1'5"
Int. doors 1'0"
Porch 1'5"

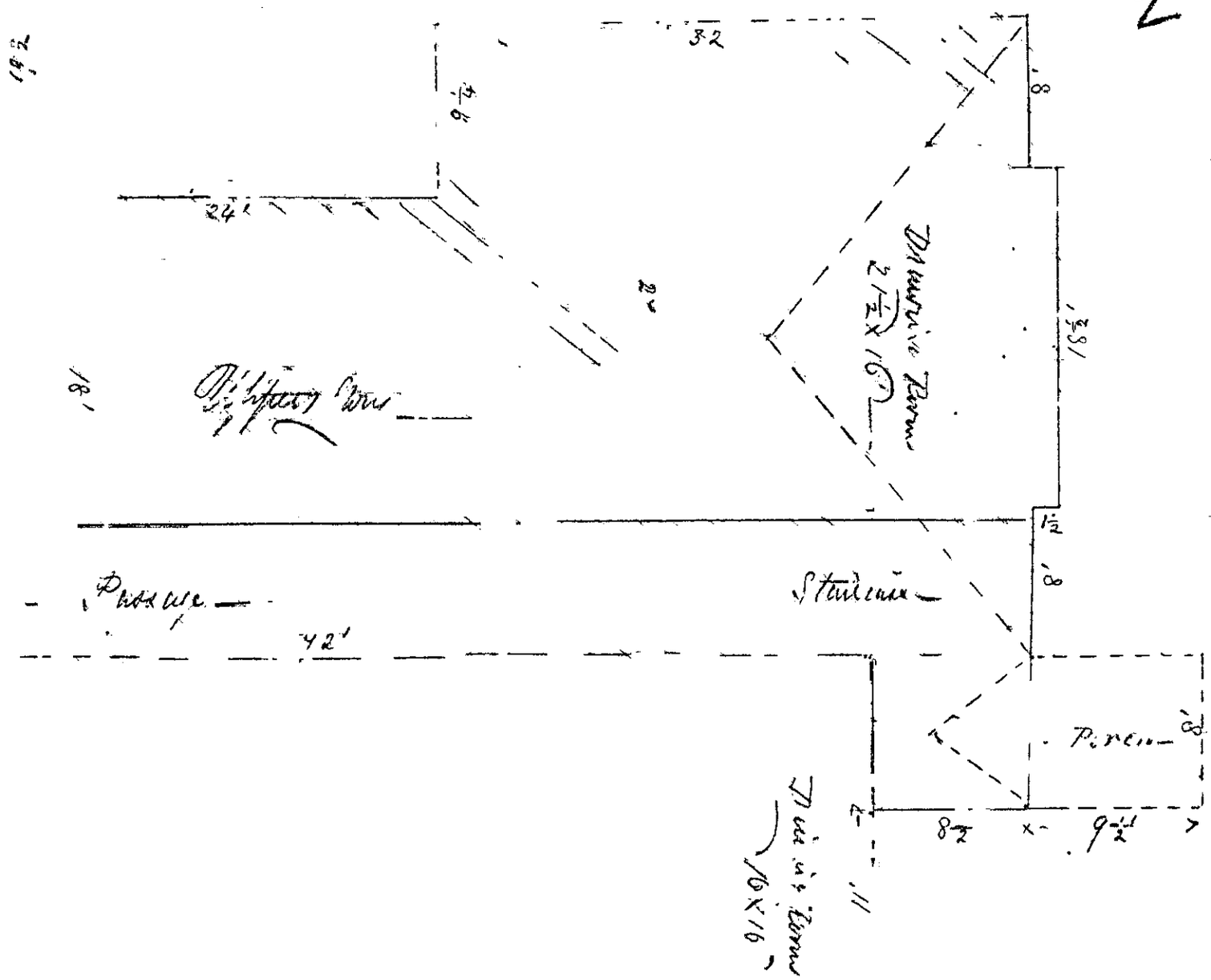
Walls inside brick on stone
plastered with
Roofing tarred felt and gravel
corrugated iron

Ground floor

39 × 17½ = 682½	Porches
95 × 87½ = 1662½	13' × 5½ = 55
8½ × 8 = 68	9½ × 8 = 76
2413 Sqm ft.	Total Sqft. 131

First floor

32 × 24 = 864 Sqm ft.	
24 × 18 = 432	
16½ × 15¾ = 326½	
11¼ × 12¼ = 140½	
1963 Sqm ft.	


32
24'
Driveway Barn
2½ X 16
Stable
42'
Barn
Driveway Barn
16 X 16
95'

(28) 31

Bangalore
8th July 1878.

My dear Col: Robertson,

Many thanks for enclosed telegram conveying sanction for the Durbars' purchase of Glenview House and Lands at Ootacamund - I shall now direct the completion of the purchase - I hope that Madras Government will be able to give us the waste Govt. lands, which I have applied for -

Yours Sincerely,

by K. Sheshadri Iyer.

30

(27/a) 30

From

Simla

Foreign.

To

Bangalore

Resident

Demi official My Demi official telegram 24th June. Madras agrees to purchase by Durbar of Glendair ~~property~~ house outcampound with 48 acres also of 37 other acres private land necessary sanction has been telegraphed to Madras. Latter are considering Durbars further application for 16 acres Government Waste land -

8/7/98.

27

Keep Copy of Telegram
& return Original.

Vice Secretary ~~Hunt~~ as follows

~~Secretary of State~~

~~Mr Glen~~

" Sanction High Court reach for
purchase of Glenview House &
land. Please Complete purchase urgently
Report progress "

Private

THE RESIDENCY MYSORE

29

(27)

My dear Devan.

The enclosed has
come from Freire. I imagine
the Madras Govt. sent the case up
to Justice, hence the delay.
Please return encl.

8/7/45 Yours Robertson

Misc 4115 2.

27-

(26)

27

Received 27/6/96.

GOVERNMENT OF MYSORE

Attacanum
25th June/96

Dear Sir

Yours letter of the
17th Inst. to hand — I obtain
the rates and money orders
of the Govt. Offices situated
between me and you from the
Enquiry Office Nandidroog and
in order that there might not
be any delay in settlement of
Bills or in communicating with the
Glen View — I do write the
Govt. Sanction to the purchase
of the property may not be
delayed since Rupees —

Mis 4115 1/2

DEFI 11406 = 286 ept. 189 8

From

Mr R. T. Caldwell
Supt Engineer

To

The Secretary to the Govt. of Mysore,
Rev. and Gen. Depts.

Dated 25 June 1898

Despatched

Received

General No.

No.

Enclosure No.

Acknowledging receipt of Rs 647 in connection with the purchase of "Glen View"

Subst: with reference

Encl 2/6 Mff 2/6

References to be marked.

Subd & Sent

28/6/98

To a pte leaf
wrote the
Secretary
28/6/98

26

(25) 26

Bangalore
24th June/98.

My dear Col: Robertson,

If you can again press for permission of Govt. to the Durbar's purchase of Glenview at Ootacamund I shall feel much obliged. I am very sorry to trouble you so frequently in this petty matter, but the vendors are in a great hurry and I am anxious to complete the transaction as early as possible.

Yours Sincerely Sd/ K. Sheshadri

25

T—14.

INDIAN TELEGRAPH.

Class.

To

Station

From

Station

Words.	Day.	Hour.	Minute.	Official Instruction.
7	10			

To (Person)

From (Person)

1

2

3

4

5

6

7

8

9

10

11

12

13

14

(22)

BANGALORE.
JUL 20
58

repeated

Recd. from L. N.

At Hrs. Mts. By

Sent to L. N.

At Hrs. Mts. By

Date

Postmaster.

(23)

Subd to Secy

GOVERNMENT OF MYSORE

24

The accompanying Telegram from Mr Scaldwell, Bdy, is subd to Secy for orders. He wants Rs: 647-... for Stamp duty & fee &c on account of purchase of "Glen View".

May we authorize the Comptr to send the amount?

Yes. I ask the question because I heard there was no correspondence with the Registrar regarding the purchase of the house

20/6/98

Advance the money without waiting for the purpose of.

Yes - Mr Scaldwell has been asked to send documentary proofs satisfying himself about the title, &c.

2- After registration of the sale deed receipt of Govt of Madras sanction.

20/6/98.

21

(17) 21

GOVERNMENT OF INDIA

Bangalore.
11th June 1898.

My dear Dewan,

Will you very kindly let the Resident know as soon as possible whether any reference was made by the Durbar to the Residency regarding the purchase by them in 1889 of Sunday House. I can find nothing amongst our records.

Yours Sincerely
sd K.D. Erskine

Sir K. Sheshadri Iyer K.C.S.I.
Dewan of Mysore

22-3

(20)

22

GOVERNMENT OF MYSORE

Bangalore.
14th June 1898.

My dear Captain Erskine,

No reference was made to the Residency regarding the purchase of Audrey House, because at that time the rule had not been prescribed requiring the Durbar to obtain the consent of the British Govt to acquisition of land in British India - This rule

was laid down long after the purchase of Audry House.

Yours sincerely

sd K.S. Seshadri Iyer.

* The Rule referred to was communicated to me in Major Ravenshaw's D.O. dated 3rd November 1891, & applies only to purchases made after that date

sd K.S.

11-13

Kelso Hotel

(7) 29-5-98

Dear Sir

Thanks for
yours etc — herewith
returned — as being
occupying Glenview
in case Evict purchases
Next property — there might
be a difficulty in
case I did not have
the home empty to

PS I have carefully removed the
dirt from the floors - laying
down on the damp earth, while the
roof is in a state of
leakage in many places -

myself during times
[illegible] in [illegible]
I owned a thing objected
to be obliged to share
with anyone
whatever

[illegible]

Sincerely yours

[illegible]

Shame to Mr R. you and
Rose the Camp to Bengal
[illegible]

PS I have carefully removed the
wind + formed my damp
wood
the floors - laying mats on the
damp earth while the
roof is in a state of
breakage in many places -

14-17

file 14

THE RESIDENCY MYSORE

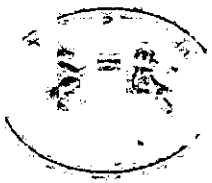
(10)

Cantonment.
Ootty.
16. V. 95

My dear Bowen.

Your letter of the 14. has been handed to me today by Mr. Caldwell - The very day I received your Official letter about the purchase of "Glenview" I went to see the Chief Secty

15



and must allow him a reasonable time in which to call for and examine the papers.

W. Scaldwell has some sort of vindictive suggestion that he should purchase in his own name - [illegible] I am fain to understand that it would be

impossible for me to countenance what I
explained to them would appear to amount
to an evasion of a very strict rule
of Board less from Mr. Arnold
in Leg. Body. I did, if even
necessary have to use the
bargain my ship stamps with D.O.

17

I enclose for early orders

Yours sincerely

Duncan Robertson.

18

Class. N.P. | INDIAN TELEGRAPH. | Monthly Local No.

Station [illegible] From Station [illegible]

Words.	Day.	Hour.	Minute.	On Official Instruction.
30	16	15	50	[illegible]

To (Person) Mrs. K. Sheshadri Dear Kesi Thousands Namaste

From (Person) Mr. A. L. Caldwell

(11)

1
2
3
4 Received your letter
5 — [illegible] address and
6 [illegible] Can I
7 purchase for
8 myself
9
10
11
12 BANGALORE 16 NOV 98
13
14

Recd. from	L. N.	Sent to	L. N.
At Hrs.	Mts. By	At Hrs.	Mts. By

Date

Postmaster.

19

INDIAN TELEGRAPH.

Class

Monthly Local No.

Station Bangalore

From Station Bangalore

Words.	Day.	Hour.	Minute.
27	17	12	40

Official Instruction.

(13)

To (Person) Secretary

From (Person) M.R. Srinivasan

Dewan of Mysore

Government

Not received would

be advise private

communication.

BANGALORE 58 (GNV)

L. N. Mts. By

Sent to At Hrs. Mts.

L. N. By

Postmaster.

20

T—14

Class. | INDIAN TELEGRAPH. | Monthly Local No.

To Middleton | From Gen Agent

Words.	Day.	Hour.	Minute.	Official Instructions.
200	10	12	16	(15)

To (Person) Sir K Shishadri | From (Person) Wm R T Caldwell

Yes

Letter follows extra. The vendors forms for Commission & terms desirable to have the Conveyance completed within next few days -

BANGALORE JUL 10 98

Recd. from L. N. At Hrs. Mts. By

Sent to L. N. At Hrs. Mts. By

Date

Postmaster.

(4)

4

Portsmouth

N.H. 6 May 98

My dear Mr Caldwell

Many thanks

for your letter

of this date

(& said conditions)

to accept (40,000)

forty thousand

Rupees for Glen

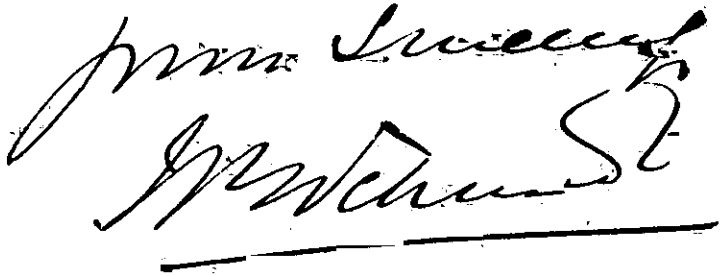
-view. Late Gable

5

Cottage and into the conditions on which you purchase the property on behalf of the Devonia of Weybourne

I should like no time in having the transfer executed.

J Mrs



7. I have been authorized by the Devisees of Seymour & Offer to sell 40,000 Sq. Ft. of land on the property owned in the Devisees Survey map as Gable Cottage, Putteridge No. 1096 on the Westerly side of the property in fee simple free from all incumbrances, and Title registered No. 1/53 1/87 1/85 & 1/87 Encumbrance 4 q. 5/ acres in Hertfordshire are included in the Sale subject to the Conditions that the Sale shall be completed within three months from the date hereof

The price £40,000 to include value of all furniture & carpets in the premises

6/5/98

8-9.

(5)

8

6th June 48

Dear Sir

The accompanying survey map
with the portion marked
has been clearly explained
to the Highways, as also the
statement of values of the
property now proposed to be
acquired - The Highways quite
approves of the whole of the
planning property being brought up

at once. Considering the extent, value etc of the property, she thinks it a real bargain & ought to be closed without [illegible] loss of time. She ought to commence [illegible] in the acquisition.

H. H. also writes what he says in regard to acquiring the numbers marked, from the Meadow Path.

I have submitted the plans. When done with, I shall return them with the papers relating thereto.

Yours &c
H. Hamlin

(6)

Draft.

10

Bhavani House
7th May 1898.

Dear Mr Scaldwell,

While speaking yesterday morning in connection with the purchase of the Glen View property and the Examination of its Title deeds you suggested the name of Mr. Winterton.

The Dewan desires me to request you to ~~quietly~~ ascertain whether Mr. Winterton would accept to act on behalf of the Mysore Government to ~~Examine the Title Deeds of this property and also what fee he would Charge~~ in making a careful Examn of the Title and the Execution of the Conveyance of the property by the Vendor to the Dewan of Mysore & Connected transactions and if so what fee he would Charge —

The Examination of the Title deeds & the final closing of the Transaction may take a few days, but in the meantime ~~do you think it will be possible for us to~~ perhaps it would be well, I am to add, to get immediate possession of the house, ~~& property~~ Glen & cause the Title Deeds to be sent to our Solicitor.

Yours truly
K.K.

Yours truly
K.K.

5

(2)

H. G. T.

Bangalore

7th December 189,

GF/80/14/97/5

My dear Mr. Matheson,

I find my Cash Balance is very low and insufficient for requirements till 31st March next. I don't of course wish to sell any of our Government of India Promissory Notes at the present ruinous rates of discount. Can you give my State, credit for our requirements till 31st March up to, say, a limit of 25 lacs as a maximum?

P.S. I am going on leave on 16th instant & wish to make arrangements before then.

So/ R.S.

Within this limit will be included the British Subsidy at the enhanced rate- namely. 17 3/4 lacs on or before 31st Jany 1898 and 17 3/4 lacs on or before 31st March 1898-, which should be paid on the due dates. I trust you will be able to ac- -commodate the State on reasonable terms.

Mr Subrayer will explain the position to Mr Madden through whom I send this letter

When we have settled terms I will write to you an official letter embodying these terms and giving you the Govt of India Pro-notes as security for the credit loans required by the State upto 31st March next.

Yours Sincerely

Sd/ K. Sheshadri Iyer

To.

J. Mathuson Esquire

Secretary & Treasurer

Bank of Madras.

M 113

ALL LETTERS TO BE ADDRESSED AND REMITTANCES MADE PAYABLE TO "THE BANK OF MADRAS."

8

L.R. Q.7

Head Quarters Madras.

3

Madras, 10th Dec. 1897.

Sir K Seshadri Aiyar B.A. K.C.S.I.
Dewan of Mysore
Bangalore

My dear Sir

I have placed your letter before the Board & I am to say in reply that the Directors are desirous of meeting your wishes in regard to the credit you ask for the Mysore State against Government Securities

You are of course aware that we find full employment for all our resources during February March & April at maximum rates, & that the main advantage we have hitherto considered we got from the Mysore account was the additional resources provided thereby during these months.

Last year the balance was at a minimum, & this year you require an advance so that we must look elsewhere for means &

W&G

ways to finance the usual trade demand & we may have to pay high rates for further deposits.

Under these circumstances, we cannot give more favorable terms for an overdraft than we give to Banks, viz: 1% above our minimum rate for loans.

I would also ask that you should authorise us, if we are pressed for funds at any time, to sell your securities to the extent of your overdraft & place proceeds to credit of your account, buying at the same time a similar amount for delivery - say one or two months forward.

We can as a rule make simultaneous ready sales & forward purchases at rates, the difference between which, will not exceed the interest chargeable on the overdraft.

We desire to have this power, to be used only in case of need, & on the understanding that any paper sold will be replaced by forward purchases, & I may say that it is possible at times to finance in this way at better than usual loan rates.

The next meeting of my Directors

60

will be on Monday & if the terms I propose are suitable I shall be obliged by your advising me accordingly by letter or wire to arrive on Monday.

Yours sincerely

11

(4)

GOVERNMENT OF MYSORE

G.F. Bangalore,
1447/97. 4th December 189

4

J. Mathieson Esquire,
Secretary and Treasurer,
Bank of Madras

My dear Sir

I am in receipt of your letter of the 10th Instant-

On a careful estimate of our resources I find that our Over draft will commence on 31st January 1898, when we may have to overdraw our account to the extent of 15 lacs for payment on that day of the 17½ lacs due to the British Government as the first instalment of the Subsidy. The payments of February and March will rapidly recoup this Over-draft and leave on 31st March a balance sufficient to pay on that day 17½ lacs as

2nd instalment of the British Subsidy. Under such circumstances the maximum overdraft may be understood to be 15 lacs instead of the 25 lacs mentioned in my previous letter.

I agree to the payment of interest at 1% above the Bank's minimum rate for loans on our overdrafts, calculated from day to day. If the Bank is pressed for funds at any time, I also authorize you to sell our Securities to the extent of our overdrafts and make simultaneous forward purchases, at rates the difference between which does not exceed the interest chargeable on the over-drafts.

I shall be in Madras on Thursday the 16th Instant on which day I intend to sail for Rangoon - I should be glad to have a reply to this letter before I sail, addressed to the care of Messrs Binny and Co. -

Yours Sincerely,

Sd. K. Sheshadri Iyer —

No 16

ALL LETTERS TO BE ADDRESSED AND REMITTANCES MADE PAYABLE TO THE BANK OF MADRAS.

14

9.7.

14.7.97.

5

(5)

Bank of Madras.

Madras 15th Decr 1897

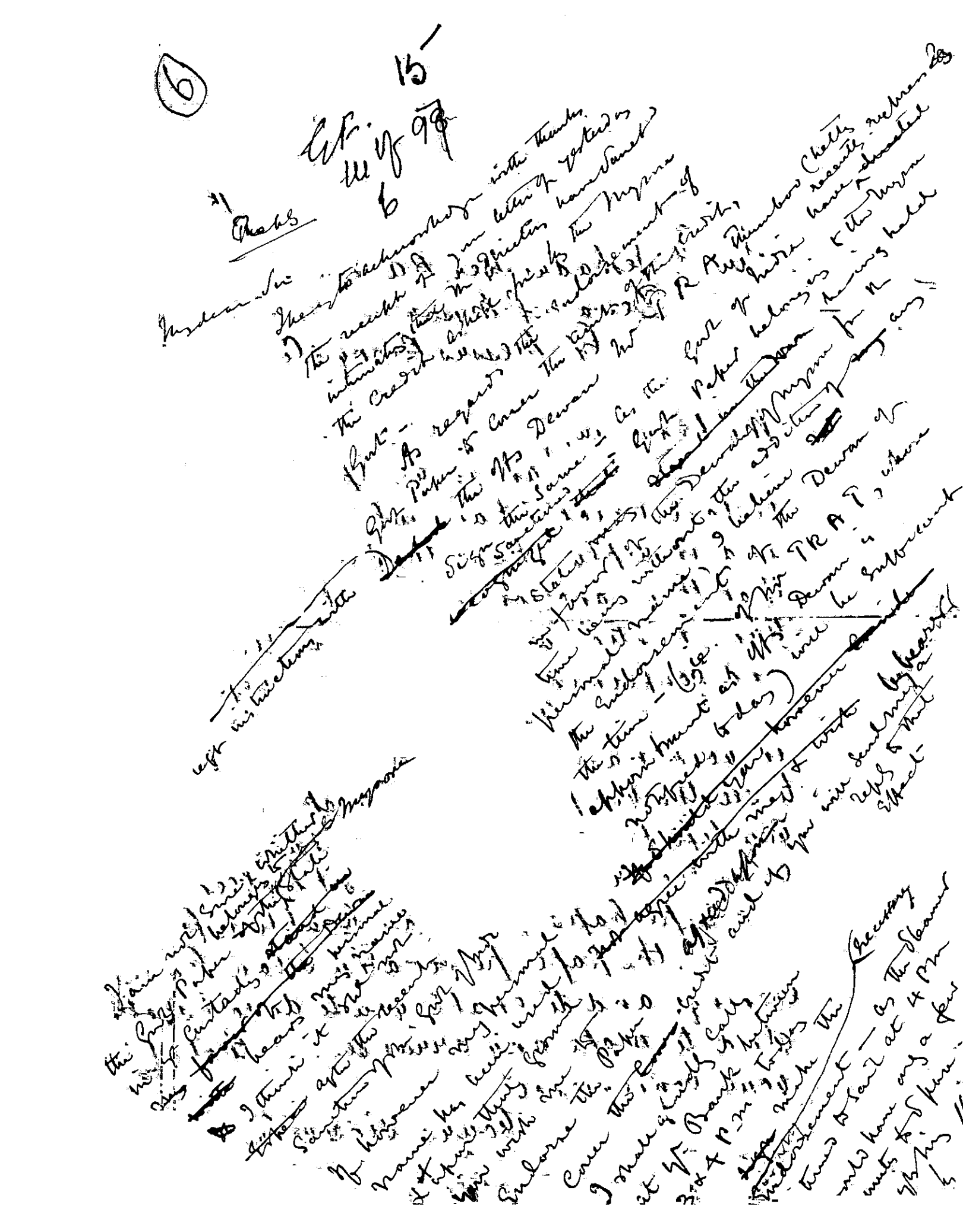
Sir K Seshadri Iyer B.A K.C.S.I.
Dewan of Mysore
C/ Messrs Binny & Co.

My Dear Sir

I am in receipt of your letter of 14th instant, which I have submitted to my Directors, and in reply I have the pleasure to inform you that they sanction the credit asked for on the terms mentioned in my previous letter of 10th instant and confirmed in yours under reply

As the Government Paper is stan in your name, I wired Mr Madden this morning to see the Comptroller and make arrangements by your letter for endorsing an amount sufficient to cover the credit. I trust this has been one but if not perhaps you may be able to find time to endorse the paper personally before 4 o'clock tomorrow evening, and to enable you to do so I shall be glad to make any arrangement that will suit your convenience

Yours sincerely



ALL LETTERS TO BE ADDRESSED AND REMITTANCES MADE PAYABLE TO "THE BANK OF MADRAS."

Bank of Madras.

Madras 16th Dec 1897

Sir K. Sheshadri Iyer K.C.I.E.

My dear Sir

Thanks for your letter. The Govt papers stands in the name of the Dewan of Mysore and the Officiating Dewan can endorse it

Yours sincerely

P. Ramachandra

17 Ballygalane
16/7/98

GOVERNMENT OF MADRAS

8

My dear Sir

In reply to your D.O of today I beg to state that the balance at credit of the Devan's account with the Bank of Madras, Pamban, this morning was Rs: 8,37,139 and the Huzur Treasury has Currency Notes, recd from Sub Treasuries, Amtg to Rs: 70000/- for remittance to the Bank in the course of the day, so that the balance this evening will be 9 lacs odd.

I wrote to the agent

Mr Hawk yesterday to know how he proposes to pay the Sicknesby which falls due on the 31st Instant; whether by draft, in his full acct Rs: 17½ lacs in his Head Office, or by Cash available & the balance by draft. He has not replied as yet. On receipt of his reply I will write you again

Yours truly

My Eades

20

Acd obliging return

Yours truly.

Sd/- E. Rice

Rao Sahib Narasimha Iyengar

I.S.C. & Mamlatdar Chitaldrug. C.D.

19 Bangalore

14th July 97

UNIVERSITY OF MYSORE

14 July 97

My dear Sir 9

As promised in my D.O of yesterday, I write to say that the Agent of the Madras Railway, Bangalore, has replied to my enquiry, that he will keep the subsidy until he hears by Post from Head Office.

He wants the Endorsed

22

(10)

the 31st January 1898

I return herewith, with thanks the file of papers re. Overdraft in the Bank of Madras, sent with your note of today for my perusal

Yours sincerely
H Eagles

Rajadharma Brahmachari
I.P. Thumboochetty Esq. I.C.S.

21 Bangalore
Cantonment
1st February 98

Mysore

My dear Sir

In reply to your note of yesterday, I beg to say that the draft which the Bank of Madras here, will draw on its Head office at Madras, in payment of the 1st instalment of the British Subsidy will be sent to the Officer in charge of the Resident's Treasury Bangalore, in discharge of the amount due on

33/2/7/15

P

1 P 127E

32

From

Secretary to Government
Bangalore.

R. J. Scarowcroft Esqr.
Superintending Engineer
in charge Kolar Gold
Works City —

Ordinary.

Sanction of Government received for purchase of Glenview House and land — Please complete purchase immediately — Report progress —

8.7.98.

2.4

33

T.SA.

Cl. S. (in fm)

INDIAN TELEGRAPHS.

Receipt for an Inland Telegram.

To (Office)

Number

Date Stamp of Post Office.

Cost Rs. As.

Extra charges Reply, Delivery, &c. } Rs. As.

Initials of Postmaster, &c.

Above particulars, giving full cost, to be filled up when the Telegram is paid for, PARTLY or WHOLLY, in Postage Stamps or Reply Passes.

SPACE FOR UPPER HALVES OF TELEGRAPH STAMP.

N.B.—When Telegraph Stamps form only PART PAYMENT, the entire stamps must be fixed lengthways BELOW the dotted line.

Telegraph Stamps are accepted at all Offices. Postage Stamps are only accepted at Post Offices and when telegrams are posted to a Telegraph Office for transmission.

For **INLAND TELEGRAMS** *only.*

Stamps cut, torn or in any way defaced cannot be accepted.

SPACE FOR LOWER HALVES OF TELEGRAPH STAMPS OR FOR ENTIRE POSTAGE STAMPS.

N.B.—Stamps may be affixed along this line up to the left of the form, and continued on the corresponding space on the back. If necessary.

Code Class.	No.	Words.	Day.	H.	M.	Official Instructions.

NOTHING TO BE WRITTEN BY THE SENDER ABOVE THIS LINE.

To (Telegraph Office) Ootacamund

(Person) R. J. Scaldwell Esquire,

(Address) (in full) Superintending Engineer in charge Nerr Hill works.

From (Telegraph Office) Bangalore

(Person) Devan of Mysore

ADDRESS FREE

Here write whether your telegram is State or Private. *Unless classed* State *by sender, it will be sent as* Private, *and no change or refund is afterwards admissible.* Ordinary

Here write whether your telegram is to be sent URGENT, ORDINARY *or* DEFERRED.

As Means written on and
Edge are Vendors Solicitors
please get a detailed
description of title and
another legal opinion on
it X

NOTHING TO BE WRITTEN ON THE BACK.—CONTINUE ON ANOTHER FORM.

ent to I.N.

Hrs. Mts. by

Sender's Signature and Address or Designation. (Not signalled.)

14th July 1898.

34

WINTERTON & EDGE,
SOLICITORS,
&
OOTACAMUND & COONOOR.

Partners
ALFRED ROBERT WINTERTON,
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"GANCHOSO"

Ootacamund,
18th August 1898

MRR.
C. Srikantesvara Aiyar Avergal
Assistant Secretary to Government
of Mysore with the Dewan
Bangalore

Dear Sir,

Glenview.

We are in receipt of your letter of the 15th and as desired are applying to the Registrar for the necessary copies of documents.

Yours faithfully

Winterton Edge

file

35

WINTERTON & EDGE,
SOLICITORS.

Partners:
ALFRED ROBERT WINTERTON.
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"CISPELLO."

How about for copies of Title-Deeds & Title-mind 1873 N 15/5

Ootacamund, 13th August 1898.

M R Ry
C Srikanteswara Aiyar Avergal
Assistant Secretary to Government of Mysore
with the Dewan.
Bangalore

asking for the Title Deeds

Dear Sir

Glenview

We are in receipt of your letter of the 11th instant. We regret we are unable to part with the Deeds of this property until the balance of the purchase money (Rs. 35,000/) has been paid. It is not usual for the vendor to part with his title deeds till the whole of the purchase money has been paid. As we are acting for the vendors as well as for the purchasers in this case, we are bound to protect their interests. We shall be glad to receive the balance of ~~our~~ purchase money, as there appears no reason why completion should be delayed any longer.

Yours faithfully

Winterton & Edge

S.W.D. This is very much in favour of Title Deeds. How are we to know of their validity & the very fact Title

WINTERTON & EDGE,
SOLICITORS.

Partners:
ALFRED ROBERT WINTERTON.
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"CISPELLO."

✓

Registered

Ootacamund,
2nd September 1898

36

M.R.Y.
C. Srikanteswara Aiyar Avergal
Assistant Secretary to Government of Mysore
with the Dewan
Bangalore

Dear Sir,

Glenview

With reference to your letter of the 15th instant, we send you as requested, copies of the documents mentioned in our epitome of title. We also send Certified Copies of the Powers of Attorney under which our Mr Winterton executed the Reconveyance of 3rd July 1897. The two Copies of the Orders of the District Court of Coimbatore should be returned to us as they are the only copies we have Please acknowledge receipt of the documents.

Yours faithfully,

Winterton & Edge

Bangalore
20/9/[illegible]

GOVERNMENT OF MYSORE

My dear Sir

Payment of the money into Court is not obligatory under the act.
If possible our Solicitors may see to the application of the purchase money to the trustees for purposes mentioned in my letter

Yours truly
S Ramaseshiah
Govt. Secretary

38

T-14.

Class. DP

INDIAN TELEGRAPH. Monthly Local No.

To Station Mysore

From Station Bangalore Central Post

Words	Day	Hour	Minute	Official Instruction
33/2	7	15	22	Rfd

To (Person) C. Srikanteswara Iyer Esq Private Secretary to the Dewan of Mysore

From (Person) Comptroller

amount transferred to City bank for payment 23 Septembers Solicitors winterton & Sime duplicate

MYSORE 12-08

Recd. from L. N.

At Hrs. Mts. By

Sent to L. N.

At Hrs. Mts. By

Date

Postmaster.

89

INDIAN TELEGRAPH. Monthly Local No.

To Bering about 60 tacidmund

Station

Station

Words	Day	Hour	Minute	Official Instruction
28	10	11	4	Re Chadet-

Dated assistantbeery with dewarf From (Person) winterton & edgt

1 purchase money paid
2 conveyance executed
3 deeds returned with no
4 pending transfer of
5 patteh
6
7
8
9
10
11
12
13
14

BANGALORE + CANTONMENT + DE-10 + 1886 + POST

Rec'd. from S — L. N. Hankin Sent to L. N.

At Hrs. Mts. By At Hrs. Mts. By

Date Postmaster.

WINTERTON & EDGE,
SOLICITORS.

Partners:
ALFRED ROBERT WINTERTON.
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"CISPELLO."

Ootacamund,
10th December 1898.

40

To
The Assistant Secretary
with the Dewan
Mysore

Dear Sir,

We duly received your telegram of yesterday as follows:- "Have you applied to Madras Bank Ootacamund for payment of purchase money please wire when Conveyance of Glenview property may be expected" To which we have replied this morning:- "Purchase money paid Conveyance executed Deeds retained with us pending transfer of pattah"

We wrote you on the 8th instant with reference to the transfer of the Pattah and shall no doubt hear from you in due course thereon.

Yours faithfully,
Winterton & Edge

41-2

Enclosures 41

WINTERTON & EC
SOLICITORS,
OOTACAMUND & COON

Partners
ALFRED ROBERT WINT
SYDNEY VERNON E

Telegraphic Code Add
" GANCHOSO "

Ootacamund, 1899.

The Assistant Secretary to
the Government of Mysore
Bhavani House
Ootacamund

Dear Sir,

Glenview House

As desired by your letter of the (inst.?) 6th inst. I have the pleasure to send herewith the undermentioned title deeds:-

(1) 1857 Feb 24 Deed of transfer with Plan attached
(2) 1857 Oct 10 Plan
(3) 1858 March 18 Deed of sale Venkatasawmy Naick & Mr. Ward
(4) 1858 March 20 Plan
(5) 1859 Feb 15 Deed of Exchange between S. N. Ward and Jno. Rohde.
(6) 1859 Oct 3 Lease. Government to Jno. Rohde.
(7) 1860 March 10 Plan of land at Kotagiri
(8) 1862 January 22 Deed of Confirmation with plan annexed
(9) 1863 Feb 18 Deed of Transfer Mrs C. E. Havelock to Major Farewell
(10) 1863 October 21 Letter Collector of Coimbatore to S. N. Ward.
(11) 1863 Dec 26 Power of Attorney S. N. Ward to Arbuthnot and Co.

1

41-2

42

WINTERTON & EDG
SOLICITORS,
OOTACAMUND & COONO
Partners:
ALFRED ROBERT WINTE
SYDNEY VERNON ED
elegraphic Code Addr
" GANCHOSO

Ootacamund,
The Assistant Secretary
Government of Mysore Cntr. 9th May 1899.

(12) 1863 Nov 17 Conveyance - Samuel N. Ward to Major Farewell.
(13) 1869 Sep 30 Conveyance - Secretary of State to Colonel Farewell with plan attached.
(14) 1877 Apr 5 Conveyance. Col: Farewell to Mr. B. Barclay
(15) 1892 Apr 5 Mortgage - Mrs & Col. Scott to Messrs C. R. and F. I. V. Minchin.
(16) 1896 No 10 Copy Order of Court appointing Messrs R. Staines and W. P. Scott Trustees -
(17) 1897 Jan 3 - Reconveyance to Messrs R. Staines & W. P. Scott Trustees from Messrs C. R. and F. I. V. Minchin
(18) 1898 M 2 Cf Order of Court permitting sale of Gable Cottage.
(19) 1898 Nov 1 Conveyance. Messrs R. Staines and W. Scott Trustees to the Government of Mysore.

If you wish the transfer of puttah to be Completed pe return the deeds at your convenience. We Some time sent to Messrs Staines and Scott the vendors a Power of Atty to enable us to effect transfer of the puttah on their part. We have not yet been able to get it returned by them signed

We are Dear Sir
Yours faithfully,
Winterton & Edg

2

43 —

WINTERTON & EDGE,
SOLICITORS,
OOTACAMUND & COONOOR.

Partners:
ALFRED ROBERT WINTERTON,
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"GANCHOSO"

Ootacamund, Encl
10th May 1899

To
The Assistant Secretary to
The Government of Mysore
Ootacamund

Dear Sir

Glenview House

We beg to acknowledge the receipt of yours of the 10th instant with the title deeds therein mentioned, a duplicate list of which is hereunto enclosed.

Yours faithfully,
Winterton & Edge

Kindly expedite the transfer of Patta as much as possible.

WE

44

To Messrs Winterton & Edge. with a D.O. the following deeds are sent—

1) 1898. Nov. 1. Conveyance - Messrs R. Stanes & W.P. Scott / Trustees to the Govt of Mysore

2) 1898 Mar 2. Order of Court permitting sale of Gable Cottage.

3) 1897 July 3. Reconveyance to Messrs R. Stanes & W.P. Scott, Trustees, from Messrs C.N. & F.I.V. minchin.

4) 1896. Nov 10. Order of Court appg Messrs R. Stanes & W.P. Scott Trustees.

5) 1892. April 5. Mortgage - Mrs Scott & Col Scott to Messrs C.N & F.I.V. Minchin.

6) 1877 April 25. Conveyance - Col. Farewell to Mr B. Barclay.

7) 1869 Sept 30. Conveyance — Secretary of State to Col. Farewell with plan

8) 1863 Nov 17. Conveyance — Mr S.H. Ward to Major Farebell.

9) " Oct 26. Power of Attorney Mr S.H. Ward to Messrs Arbuthnot & Co

10) " Sept 21 Letter from Collector Coimbatore to Mr S.H. Ward

11) " August 18 Deed of transfer Mrs C.E. Havelock to Major Farewell.

12) 1862. Jany 22. Deed of confirmation with plan

13) 1860 May 10. Plan of land at Kotagiri

14) ~~1859~~ Oct 3. Lease — Govt to J. Rhode

15) " June 15. Deed of Exchange between Mr S.H. Ward & J. Rhode.

16) 1858 May 20 - Plan

P.20

17). 1658 - May 18 - Deed of Sale Venkatasami Naidu to N. Ward

18) 1857 - Oct 10 - Plan

19) 1857 - Feby 24 - Deed of transfer with Plan -

Oct 7.
10/5/99

Received the above deeds
Chittoor
10/5/99

10513
Misc 3786

(14)

1

Empty Engineer Office
Fern Isleworks

No 459

Forwarded 25th May/98

Gen. Fin 3 of 97-98
Sl.

From

The Empty Engineer
Fern Isleworks

To

The General Secretary to the
Dewan of Mysore

Sir,

I have the honor to
submit for the Dewan's order
letter dated the 23rd Instt received
from Messrs Winterton and Edge,
forwarding draft conveyance of
the Glen View property which is
enclosed for approval

I have the honor to be,
Sir,
Your most obt Servant,
R Caldwell
Empty Engineer
Fern Isleworks

Enclosure 2

WINTERTON & EDGE,
SOLICITORS.

Partners:
ALFRED ROBERT WINTERTON.
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"CISPELLO."

Ootacamund,
23rd May 1898.

(14/a)

R Caldwell Esqre
Superintending Engineer
D. P. W
Mysore Government
Ootacamund.

Dear Sir

Glenview

We now send you draft Conveyance of this property for approval Please fill in on page 1 of the draft the full name of the person in whose name the purchase is to be made When returning the draft please send us Rs 647/ Viz Rs 400/ stamp duty, Rs 5/ Registrars Search fee, Rs 42/ Registration fee and Rs 200/ our fee

Yours faithfully

Winterton Edge

Take copy of
this for office
record and then
send it to the
General Letters
with letters of
this date

20/6/98

Urgent — Supte Engineers office
Fem Hill works
Cudalamund 10th June/98

No 477.

From Gen. Sec 3 of 97-98 —
812.

To The Supte Engineer
Fem Hill works.

Information Rqd

The Private Secretary to the
Dewan of Mysore

Sir

With reference to — telegram noted overleaf, sent to the Dewan of Mysore this evening, I have the honor to enclose letter dated the 6th Instt received from Messrs Winterton & Edge, with a copy of my reply thereto, and beg that orders required with regard to the Glen View property may be secured, owing to the delay in transmission of Messrs Winterton & Edge's letter, there is really no time to waste, if the Mysore Government

wishes

wishes to acquire the Glen View property this year.

I have the honor to be

Sir,

Your most obt. Servant

T. Kendall

Depty Engineer

Penn Steel works

WINTERTON & EDGE,
SOLICITORS.

Partners:
ALFRED ROBERT WINTERTON.
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"CISELLO."

(16/a) 4

Ootacamund,
6th June 1898.

Received on evening of date to be delivered Cottan Lovedale Yercaud Coonoor to Ryots—

A. Caldwell Esqre
Superintending Engineer
Mysore Government

Dear Sir

Glenmore

The vendors press for completion. It seems desirable to have the Conveyance (a draft of which has been sent to you) completed within the next few days, as one of the vendors (Mr R. Evans) is about to leave India for 6 months or more.

We understand that the assent of the Government of Madras to the purchase is little more than a matter of form and will certainly be given.

We suggest the execution of the Conveyance at once before Mr Evans leaves, with date of execution left blank, and for registration after the formal assent of the Madras Government has been obtained.

Yours faithfully
Winterton & Edge

5

Telegram to the Dewan of Mysore

Letter follows Extract The merchants pass pn
Completion It seems desirable to have the
Convergence completed within next few days

10th June/98

Copy

(16/6)

6

No 476

Supdg Engineer's office
Tem Hill works
Dodsacamund 10th June/98

From

The Supdg Engineer
Tem Hill works

To

Messrs Winterbon & Cope
Solicitors

Sirs,

Your letter of the 6th Inst
advising prompt completion
of Conveyance of Glen View property
reached me only this evening,
owing to your clerk, having
addressed it to Mysore.
I have telegraphed to the Dewan
and hope to have instructions
to complete the Conveyance
on Monday next.

Yours faithfully
(Sd) R. T. Leadwell
Supdg Engineer
Tem Hill works

True copy
R. T. Leadwell

No. 115

From

Office of the Dewan of Mysore
Dated Bangalore 18th June 1858.

GOVERNMENT OF MYSORE Gen. Sec. 3 of 97-98 (18)

The Secretary to Govt
Genl & Mily Depts Fort St G

R. J. Caldwell Esq
Offg Secy to Govt

Written
Reply
Acknd

Sir

I am directed to acknowledge the receipt of your letters of 25th May & 10th June 1858 in regard to the proposed purchase by the Darbar of the Glen View House

2 The Consent of the Madras Govt has not yet been received but it has been telegraphed for & is daily expected The Sale can be formally concluded soon after its receipt. In the meanwhile the needful preliminary steps can be taken

3 I am to point out that the papers forwarded do not contain any opinion of Messrs Beaumont & Edye on the Validity of the title which they had undertaken to examine & report upon —

I am accordingly to request you will thoroughly to obtain & forward as quickly as possible

Acknd

Assuming that the title is perfectly valid, I am to say

at once ~~get the Deeds~~ ~~Solicitors~~

Meanwhile

The Draft Conveyance forwarded ×
Messrs W & E is approved. The
purchase to be completed on at
the Decease of Mrs ~~Mrs~~, acting
on behalf of the Estate of Mrs

If Messrs W & E's Opinion upon
the title is quite satisfactory
they can proceed
at once with getting the Conveyance
duly Engrossed when Stamped, and
~~Executed~~ Signed by the Vendors,
the Executors by the Decease, ~~and~~
the ~~Entry of the~~ filling up of
the date of Execution being and the Registration
deferred till receipt of the
Consent of the Trustees Estate,
which ~~must be~~ will be
Communicated to you by them —
I am to ~~add that you~~
authorize you to pay all

× Sent to Messrs Scratchwell 16/6/24

11230

Misc 4070. (21) 8

Gen Fin 8 of 97-814

Dupty Engineers office
Fem Hill works
Ootacamund 20th June 98

No 498

From

The Dupty. Engineer
Fem Hill works.

To

The General Secretary to the
Govt of Mysore.

Sir,

In Confirmation of my telegram of this date quoted in margin, I have the honor to forward letter dated the 16th Instt from Messrs Winterton & Edge enclosing the formal Certificate asked for in Your No. 115 of the 13th Idem, to the effect that the title to Glen View property is in order.

2 As we have been short of Govt Cash I was obliged to telegraph for remittance of Rs (647) Six hundred and forty seven, being amount to be paid to Messrs Winterton & Edge in Connection with Conveyance of Glen View property, as per detail overleaf and beg that if cheque for the abovementioned sum has not been forwarded, it may be despatched at an early date, in order that deeds of transfer may be Completed

as.

23/6/98 Rep Lewis at once

The General Secretary to the Govt of Mysore
Please send enclosed Six hundred and forty seven Stamp duty
Fees Glen View property title Factory—
Remitted

as soon as possible.

3. I shall feel obliged if you will
wire receipt of Government of India
orders in connection with purchase
of Glen View property, as appointed out
in my previous letters, there is very
little time remaining to effect the transfer
if such is to be completed this year.

I have the honor to be
Sir,
Your most obedient Servant
H. C. D. Wells
Supt. Engineer
Jerusalem Wks.

WINTERTON & EDGE,
SOLICITORS.

Partners.
ALFRED ROBERT WINTERTON.
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"CISPELLO."

19
Enclosure

Ootacamund,
16th June 1898.

21/a

H. Caldwell Esqre
Superintending Engineer
Mysore P. W. D
Fernhill
Ootacamund

Dear Sir,

"Glenview

We are in receipt of your letter of the 14th instant enclosing copy letter from the General Secretary, Mysore Government

We enclose a formal certificate that we have investigated the title and find it in order.

We note that the purchase is to be in the name of the Dewan on behalf of the Government and also the arrangements that have been made regarding completion.

Yours faithfully.

Winterton Edge

WINTERTON EDGE,
LICITORS,
OOTACAMUND & COONOOR.

Partners:
ALFRED ROBERT WINTERTON,
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"GANCHOSO"

Ootacamund,
16th June 1898

21/6

Gable Cottage or Glenview
Ootacamund

This is to certify that we have investigated the title of the above property on behalf of the Mysore Government and find the same in order

Winterton Edge

Returns Office of these
letters and certificate
from Office to which and
forwarded Depositor to
the Governor Secretary
to the Govt of Bengal
with letter of this
date.

20/6/98

(24)

To

12

Agent for 3 b/97

The Officer in charge
~~Of Comptroller~~
State Paymr Treasury

S.S. Dated 21-6-98 Bangalore

No 16687 & m/o
m/ 4048

Has the honor to request that the officer in charge of the State Paymr Treasury will be so good as ~~may be instructed~~ at once to arrange to the undersigned for transmission to Mr. Scalawell, Superintg Engineer, on duty at Coota camund the sum of Rs 647-..-.. (Six Hundred and forty seven only), to ~~Mr. Scalawell~~, be adjusted in due course.
A receipt for the amount is enclosed.
B.O

Note
For putting a document executed for the purchase of "Glen Veam" at Coota
21/6/98

Sent p order) 21/6/98
for Lt

the Comptroller & Govt.
Copy to ~~Officer in charge~~
for info.
~~State Paymr Treasury~~

~~with a receipt for the~~

No 16688
m/ 4049

13

~~Account~~ with a per-
quest that the sum
may be returned today

186

July

189

From

To

Dated

Despatched

Received

General No.

No.

Enclosure. No.

(30) 17

Supdg Engineers office
Jem Hill works

No. 535

Bolacamund 9 July/98

Gen. file 3 of 97. 816.

From

The Supdg Engineer
Jem Hill works

To

The Private Secretary to the
Dewan of Mysore

Sir,

I have the honor to acknowledge receipt of telegram noted overleaf and with reference thereto, to intimate that I have this day paid Messrs Winterton & Edge Rs 5,000. on account of the purchase of Glenview, and enclose acknowledgement of receipt of amount.

2

2. Messrs Winterton & Edge have the conveyance ready, and are arranging for my taking possession of the property on Monday next - They request the balance of the purchase money may be paid on my taking possession ~~on~~ ~~as~~ soon ~~date~~ after that, as practicable.

3. I would here mention that I have learnt Messrs: Winterton & Edge are the Solicitors for the vendor of the property, and beg to be informed whether you consider it necessary to have independent legal advice with respect to the conveyance prior to making further payments,

L.

I have the honor to be

Sir,

Your most obt. servant

R. Rodwell

Supt'g Engineer

Tom Hillworks

Telegram

Sanction of Government received for purchase of Glenview House and Land please complete — purchase immediately report progress —

Ordinary

From

To Mrs Sandwell
Asst

Denman

Your letter dated 9 July

As Messrs W & E are Vendors Solicitors
please get another legal opinion on it

~~on title~~

detailed description of title and

14/7/98

(34) 18

No 549 Supdt Engineers office
Fem Hill works
Ootacamund 21st July 1898

From
Gen. Fin 3 of 97
H.J.
The Supdt Engineer
Fem Hill works

To
The Private Secretary to the
Dewan of Mysore

Sir,

With reference to your telegram of the 14th Instt, noted overleaf, I have the honor to intimate that Messrs Winterton & Edge have been requested to furnish a detailed description of title of Glenview property, and on receipt of same I will, with your permission, forward the same to Mr. Cowdell Solicitor, Ootacamund for legal opinion.

I have the honor to be,
Sir,
Your most obt Servant
A. Cowdell.
Supdt Engineer
Fem Hill works

19

"Ds Messrs Winterton & Edge
are vendors Solicitors - please
get a detailed description
of title and other legal opinion
such

989
Mis 392

(35) 20

Rs 5/8/98 No a 534 GOVERNMENT OF MYSORE Supdt Engineers office Fem Hill works.

Camp Bangalore 28th July/98

From Gen. Mis 3 of 97-818
The Supdt Engineer
Fem Hill works.

To
The Secretary to the Govt: The General Secretary to the Govt of Mysore

Sir,

In Continuation
of my letter No 498 of the 20th inst/98
being reply to your telegram
of the 15th July/98 regarding inde-
pendent legal opinion with
respect to title of Glenview
property, I now have the
honor to enclose Epitome
of title of said property
and as I have left Bka-
-Camund beg you will
obtain

11230
* Rev. Mis. 4070
Send to D C O
3/6/98
B.H
6/8/98

obtain through your Deptt",
the independent legal opinion
required by Government

I have the honor &c
Sir,
Your most obt. Servant
A Cadwell
Supty Engineer
Jam Adelaide

WINTERTON & EDGE,
SOLICITORS,
OOTACAMUND & COONOOR.

Partners.
ALFRED ROBERT WINTERTON,
SYDNEY VERNON EDGE.

Telegraphic Code Address
"GANCHOSS"

35/b Enclosure

Ootacamund,
26th July 1898

To
The Superintending Engineer
Mysore Public Works Department
Ootacamund

Dear Sir,

Glenview.

As desired in your letter No. 542 dated the 15th instant, we send an epitome of the Title to this property, which we trust will answer the purposes for which it is required.

Yours faithfully
Winterton Edge

Epitome of Title
of "Gable Cottage"
or "Glenview House"
Oldacammond.

Winterton and Edge
Oldacammond

Epitome of Title of Gable Co

No. and date of document	Nature of Document	Names of Parties	Particul
(1) 1863 November 17	Conveyance	Samuel R. Ward to Major W. Y. Y. Farewell	Gable Cott 2 perches as
(2) 1869 Sept. 30	Conveyance	Secretary of State to Said W. Y. Y. Farewell	A piece of la South Gover East. Ferr
(3) 1877 April 25	Conveyance	Said W. Y. Y. Farewell to Miss Mary Beatrix Barclay	Gable Cot and Lake Ro East $\frac{I}{52}$ Du Channel Rec
(4) 1892 April 5	Mortgage	Mrs. Mary Beatrix Scott (formerly Barclay) and Lt. Col. S. P. Scott to Messrs. C. R. and F. F. V. Minchin	Gable Cott
(5) 1894 August 29	Certified Copy Probate of Will of Mrs. Mary Beatrix Scott Trustees and Executors C. B. Barclay and F. B. Barclay		Devise
(6) 1896 Nov: 10	Copy Order of District Court of Coimbatore Trustees of Mrs. Scotts Will in place of		
(7) 1897 July 3	Reconveyance in respect of Mortgage of 5 A		
(8) 1898 March 2	Copy order of District Court of Coimbatore an or "Glenview		

or Glenrea Otaeamund.

d description of property	Remarks
aining by admeasurement 31 acres 3 roods n Map annexed	
aining acres 20·88 Bounded North Murray Reserve (Stream) Col. Woods application West Gable Cottage shown on Map annexed	Registered as No 3 of 1870.
ontaining acres 48·61 Bounded North I/54 outh I/154 Government Waste I/86, I/106, I/101. ad Fernhill Road I/90 The Cedars, I/89 Smith Suppl -1, I/92, I/94, I/98. West I/84 Avalanche Road I/81	Registered as 183 of 1877
"Glenrea Home" comprising Survey numbers I/53 Acres 3·04 I/82 " 0·92 I/85 " 4·06 I/87 " 12·28 I/88 " 28·31 " 48·61	Registered as 128 of 1892.
rustees of "Gable Cottage or Glenrea	
sting Mesrs R. Stanes and W. P. Scott C. B. and J. B. Barclay	
1892	
ing Sale by Trustees of "Gable Cottage	

4

No 3321 98-9-98
Mysore 830
C 80

Mysore 24

1898.

V. Jen-in 3 f 97-819

The Government Advocate
in Mysore —

Dated September 1898

1. Conveyance dated 17th November 1863.
2. Conveyance dated 30th September 1869.
3. Conveyance dated 25th April 1877.
4. Mortgage deed dated 5th April 1892
5. Will dated 4th April 1888 and Probate dated 29th August 1894.
6. Order appointing Trustees to the estates of the late Colonel and Mrs Scott dated 10th November 1896 —
7. Reconveyance dated 3rd July 1897.
8. Order dated 2nd March 1898
9. Power of attorney dated 24th October 1891
10. — do — of 13th November 1896.

Sir,

In forwarding herewith copies of the marginally noted documents relating to the property known as "Gable Cottage" and situated at Ootacamund, I have the honor to request you to be so good as to examine the title-deeds and favor the Government with your opinion as to the validity or otherwise of the title of the present trustees Messrs R. Stones and W. P. Scott, to sell the said property, as it is proposed to purchase

25'

the same on behalf
of the Mysore Govt. —

Secretary.
" "

Office of the Government Advocate 26
in Mysore

No. 54

Gen. No. 10

GO FP 2579 MYSORE Bangalore 15th September 1898

Jus 987.

From

The Government Advocate
in Mysore

To

Gen. Fil 3 of 97-98 10

The Secretary to the
Government of Mysore
General & Revenue Departts

Sir

With reference to your letter No. 3321/M 830, dated 7th instant I have the honour to state that in my opinion the trustees Messrs R. Sims & W. P. Scott are competent to sell the property known as "Gable Cottage" and that the purchase money should be paid into the District Court of Coimbatore for the payments of debts, if any, and for the satisfaction of the claims of absent Rs 13000/9 rates & Taxes & for meeting any other incidental Charges on the Estate

Estate and for the distribution
of the remaining amount among
the beneficiaries named in the Will

The Enclosures of the letter
under reply are herewith returned

I have the honor to be
Sir
Your most obedient servant

S Rammohun Rao
Government Advocate

28

(6)

Dated 17th November 1863

Samuel R. Ward Esqre

—to—

Major W. Y. Y. Farewell

(Copy)

Conveyance of Gable Cottage Ooty

Stamp one hundred and fifty Rupee.

This Indenture is made the Seventeenth day of November one thousand eight hundred and sixty three. Between Samuel Revil Ward — Esquire formerly of the Madras Civil Service and — lately holding the appointment of Civil and — Session Judge of Coimbatore in the Presidency — of Madras in the East Indies of the one part and William Thomas Freke Farewell a major in the Madras Staff Corps and at present — holding the appointment of Executive Engineer of the District of Coimbatore aforesaid of the other part. Whereas the said Samuel Revil Ward is seised or possessed of or otherwise well and sufficiently entitled to the hereditaments and premises hereinafter particularly mentioned and described and hereby conveyed or intended so to be. And Whereas the said William Thomas Freke Farewell hath contracted and agreed with the said Samuel Revil Ward for the sale to him of the said hereditaments and premises at or for the price or sum of Ten thousand Six hundred and Fifty Rupees, being the equivalent at this days current price of the following Promissory notes or securities of the Government of India (that is to say)—

X What is his Title?

T

No 44823 of the 5 per cent loan of 1856/57 for the sum of Rs 2000-
-"- 44824 ——— " ——— " ——— " 2000-
-"- 44825 ——— " ——— " ——— " 2000-
-"- 44987. ——— " ——— " ——— " 1500.
" 44992 " " " 1000.
" 45069. " " " 1500.
Rupees— 10000

Now This Indenture witnesseth that in considera-tion of the sum of Ten thousand six hundred & and fifty Rupees to the said Samuel Revil Ward this day paid by the said William Thomas Treke Farewell (the receipt whereof the said Samuel Revil Ward doth hereby admit and acknowledge and therefrom doth absolutely discharge the said William Thomas Treke Farewell his heirs Executors administrators and assigns He the said Samuel Revil Ward doth by these presents (made in pursuance of the act or statute passed by the Honorable the President of the council of India in council with the assent of the Right Honorable the Governor General of India for rendering a release as effectual for the conveyance of freehold estates as a lease and release by the same parties) grant release and confirm unto the said William Thomas Treke Farewell his heirs Executors administrators and assigns according to the nature and tenure thereof **All** that piece or parcel of ground with the messuage or dwelling house stables godowns out offices and other buildings thereon erected

situate lying and being at Dolacamund on the Neilgherry Hills in the Presidency of Madras aforesaid and commonly called or known as "Gable cottage" containing together in the whole by admeasurement Thirty one acres three Roods and two Perches be the same little more or less and particularly delineated and described with the abuttals thereof in the map or plan thereof hereunto annexed and therein colored green. Together with all commons ways lights sewers water courses rights privileges easements advantages and appurtenances whatsoever to the said hereditaments or any part thereof appertaining or with the same or any part thereof held used or enjoyed or reputed as part thereof or appurtenant thereto and all the estate and interest of the said Samuel Nevil Ward in the said premises To hold the said premises unto the said William Thomas Freke Farewell his heirs Executors administrators and assigns to the use of the said William Thomas Freke Farewell his heirs Executors administrators and assigns according to the nature and tenure thereof free from incumbrances but subject nevertheless to the Quit rents or other annual sums now or hereafter to become payable in respect of the said premises or any part thereof and hereafter to be paid and discharged by the said William Thomas Freke Farewell his heirs Executors administrators and assigns

and the said Samuel Nevil Ward doth hereby
for himself his heirs Executors and administrators
covenant with the said William Thomas
Freke Farewell his heirs Executors administrators
and assigns that notwithstanding any
thing by him the said Samuel Nevil Ward done
or knowingly suffered he the said Samuel Nevil
Ward now hath full power to grant release and
confirm all and singular the said premises
hereinbefore expressed to be hereby granted released
and confirmed unto and to the use of the said
William Thomas Freke Farewell his heirs
Executors administrators and assigns and
that the same hereditaments and premises
shall at all times hereafter remain and be
to the use of the said William Thomas Freke
Farewell his heirs executors administrators and
assigns and be quietly entered into and upon
and held and enjoyed and the rents and
profits thereof received by the said William
Thomas Freke Farewell his heirs Executors
administrators and assigns accordingly without
any lawful interruption or disturbance by him
the said Samuel Nevil Ward or any person
lawfully or equitably claiming by from or
under him and that free and discharged
from or otherwise by him the said Samuel
Nevil Ward his heirs Executors or administrators
sufficiently indemnified against all estates
incumbrances claims and demands created
occasioned or made by the said Samuel

Nevil Ward or any person lawfully or equitably claiming through or in trust for him. And further that he the said Samuel Nevil Ward his heirs Executors and administrators and every other person having or lawfully or equitably claiming any estate right title or interest in or to the said hereditaments and premises or any of them through or in trust for him the said Samuel Nevil Ward or his heirs Executors or administrators will at all times at the cost of the said William Thomas Ireke Farewell his heirs Executors administrators or assigns do and execute every such lawful act thing and assurance for the further or more perfectly assuring the said hereditaments and premises and every part thereof to the use of the said William Thomas Ireke Farewell his heirs Executors administrators and assigns as by the said William Thomas Ireke Farewell his heirs Executors administrators or assigns shall be reasonably required **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Signed Sealed and Delivered by William Arbuthnot Esq as the duly constituted Attorney of the above named Samuel Nevil Ward in the presence of

(Sgd) Samuel Nevil Ward by his Attorney William Arbuthnot.

(Sgd) A. Mac Kenzie of Madras Merchant

(S) P. Macfadyen of Madras. Merchant.

(Samuel)

Received the day and year first above written of and from the said William Thomas Ireke Farewell the sum of Ten thousand six hundred and fifty Rupees being the consideration money above expressed to be paid by him Rs. 10650/.

Witness
(Sd) A. Mackenzie
of Madras Merchant
(Sd) P. Macfadyen
of Madras. Merchant

(Sd) Samuel Neil Ward
by his attorney
William Arbuthnot.

(True Copy)
William Arbuthnot
Solrs. Madras

2. Sept: 1898

(2.)

35

Dated 30th September 1869

The Secretary of State for India in Council

—to—

Lt-Col: W. Y. F. Farewell

(Copy)

Conveyance of acres 20'88 of land at Ootacamund on the Nilgiri Hills.

58

36

Document No. 3 of 1890 of Book.

Received from Messrs Wimbleton & Sage

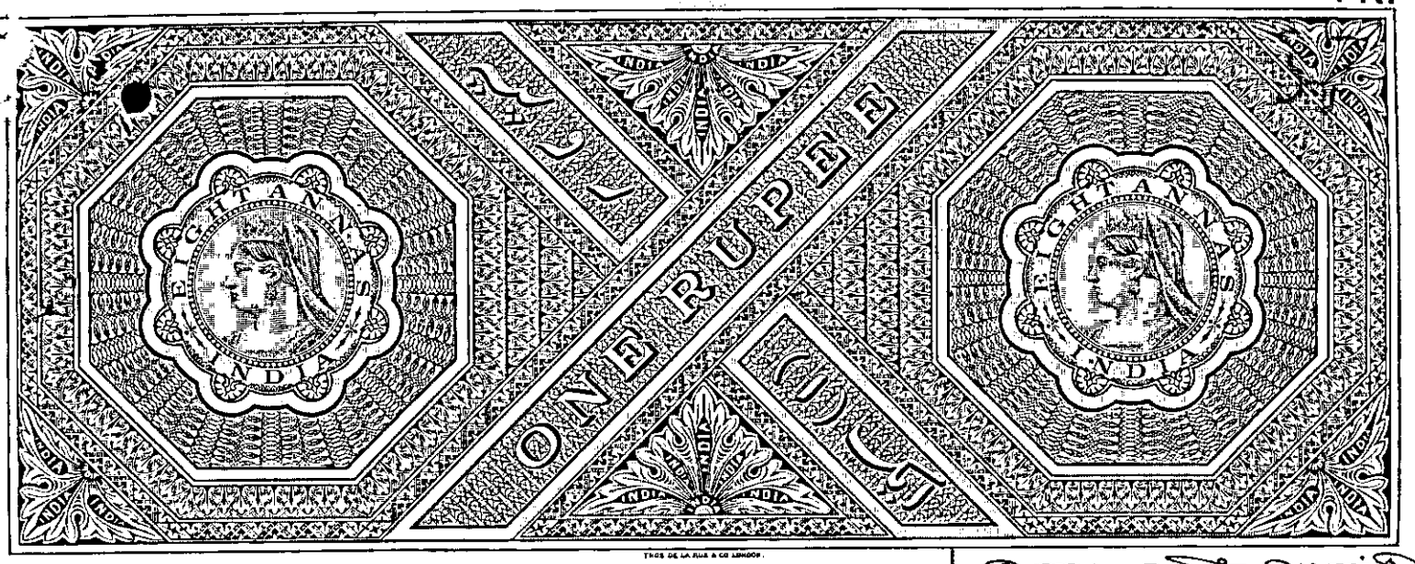
the undermentioned fees :—

~~Ordinary registration fee~~

Search	1 — 0 — 0
Copy 1324 Sq words.	1 — 12 — 0
	2 — 12 — 0

Registrar's Office,
19 Aug 1890.

Registrar.



[illegible]

[illegible]

X

No (17) Seventeen of 1869. This Indenture made the Thirtieth day of September one thousand eight hundred and sixty nine Between the Right Honorable The Secretary of State for India in Council of the one part and William Thomas Freke Harcourt of Ootacamund Lieutenant Colonel Staff Corps Executive Engineer Neilgherries of the other part Whereas under the Rules for the sale of waste land passed by the Honorable the Governor of Fort Saint George in Council on the ninth (A) Sixth (B) day of March 1863 and numbered 478 A, the Commissioner Neilgherries did on the sixth day of September one thousand eight hundred and sixty nine offer for sale by Public auction the land described in the schedule hereunder written subject to an annual assessment in perpetuity on the said land of Rupees Twenty Annas fourteen pies and Whereas at such sale the said William Thomas Freke Harcourt offered the sum of

Rupees

Presented on the 6th January 1870 at 3 P.M. in the Office of the Sub Registrar of the Neilgherries by the under signed (Sd) J. W. Breeks Commissioner of Neilgherries I am satisfied that this document has been legally executed by the Govt and therefore Registered the same Ootacamund 7th January 1870. T. Kunnoosawmy Pillay Sub Registrar Registered as No. 3 of 1870 of Book No. 1 Volume 3 Pages 398, 399, and 400. 7th January 1870. T. Kunnoosawmy Pillay Sub Registrar

(A) Erasure
(B) Interlineation
(C) Erasure

№ 2956 [illegible]

Rupees Twenty nine for such land subject to such assessments and being the highest bidder was declared to be the purchaser thereof according to the terms and Conditions in such rules contained And whereas previously to the execution of these Presents the said William Thomas Freke Farewell has paid into the Treasury of the said Commissioner to the credit of Her Majesty's Government of India the full the sum of Rupees Twenty nine. Now this Indenture Witnesseth that in Consideration of the said sum of Rupees Twenty nine so paid by the said William Thomas Freke Farewell (the receipt whereof is hereby acknowledged) the said Secretary of State in Council doth sell alien and convey unto the said William Thomas Freke Farewell the piece or parcel of land containing British Statute acres Twenty decimal eight, eight be the same more or less situate in the Nellgherries bounded as mentioned in the Schedule hereunder written and delineated in the map or plan hereunto annexed together with all the erections and buildings (if any) thereon erected and built and all products both above and below the surface, ways, paths, passages, waters, water courses, wells fences

fences, ditches easements, profits, rights, mem-
bers and appurtenances whatsoever to the
said land and premises and every or any
part thereof belonging or appertaining Except
and always reserved out of these presents
all existing and customary rights of govern-
ment and of proprietors of lands adjoining
or lying near to the land and premises hereby
Conveyed in all existing roads and paths
and in streams of water running through or
bounding the land and premises hereby
Conveyed To Hold the said land and premises
hereby Conveyed with the appurtenances to the
said William Thomas Freke Farewell his heirs
personal representatives and assigns for
ever Subject nevertheless to the payment
by the said William Thomas Freke Farewell
his heirs personal representatives and assigns
to the said Secretary of State in Council
his successors or assigns yearly and every
year for ever hereafter of the clear sum of
Rupees Twenty annas fourteen pies one
on or before the 30th day of June in each
year And Likewise Subject to the payment
by the said William Thomas Freke Farewell
his heirs personal representatives and assigns
of all general taxes and local rates now

existing

existing or which at any time hereafter may be imposed by law as also to the covenants and conditions hereinafter contained and the said William Thomas Freke Farewell for himself his heirs personal representatives and assigns do the hereby covenant with the said Secretary of State in Council his (B) interlineation. Successors and assigns in manner following (that is to say) That he the said William Thomas Freke Farewell his heirs personal representatives and assigns will yearly and every year forever hereafter pay on or before the 30th day of June in each year the said Sum of Rupees Twenty Annas fourteen pies one, And likewise will at his and their own costs and charges forthwith erect and at all times hereafter maintain and keep in good repair permanent boundary marks round the land and premises hereby Conveyed And further that in case he the said William Thomas Freke Farewell his heirs personal representatives or assigns shall make default in payment of the said annual assessment of Rupees Twenty Annas fourteen pies one

By Or

or any part thereof as and when the same shall become payable under the Covenant hereinbefore Contained. Then and in such Case and so often as the same shall happen the said assessment of Rupees Twenty annas fourteen pies one, and all arrears thereof shall and may be levied as arrears of Ryotwary Land Revenue and may be recovered in the same manner as Ryotwary Land Revenue is now or at any time hereafter may be recoverable. Provided always and it is hereby declared and agreed by and between the parties hereto that the said William Freke Farewell his heirs personal representatives and assigns shall at any time be at liberty to redeem such annual assessment by payment to the said Secretary of State in Council his successors & assigns of the sum of Rupees Five hundred and twenty two annas nought pies one of lawful money of British India and that immediately after such payment the land and premises hereby

hereby conveyed shall be for ever free from all demand for Land Revenue. In Witness whereof The Honourable the Governor of Fort Saint George in Council on behalf of the said Secretary of State in Council hath hereunto affixed the Seal of the said Governor in Council and the said William Thomas Freke Faremell hath set his hand and seal the day and years first above written. The Schedule to which the above written Indenture refers. ———

District and Registration District	Registration Taluk and District	Village	Name (if any) and Boundaries	Extent.
Nilgiris — Nilgiris	Nilgiris	Situation the Municipal limits of Ootacamund Station	North Arrowhay. Colonel Saxton ——— South. Govt. Reserve (Stream) Col Woods application & Govt waste (grass & Swamp) ——— East Fern Hill ——— West Gable Cottage major Faremell. ———	Acres Tenths decimal eighths 20—88 ———

(E) erasure

The

7 No 3 of 1870 43

The Seal of the Honourable the Governor of Fort Saint George in Council was hereunto affixed in the presence of

Governor in council of Madras Seal

/Signed/ R. A. Dalyell. 8th Decr 1869.
as Secretary to Government.

Signed Sealed and Delivered by the above named William Thomas Freke Harewell alias Sacammud in the East Indies in the presence of

/Signed/ Wm Thos Freke Harewell Lt Col
H.M. 2nd M. Staff Corps. Seal

/Signed/ Witness Fred. C. Pope.

Drumpstonen alias Sacammud

Received from the above named William Thomas Freke Harewell the sum of Rupees Twenty nine being the Consideration money above mentioned to be by him paid

Rupees 29-0-0

Witness

/Signed/ J. W. Breeks
Commissioner
Neilgherries

/Signed/ T. G. Davis
Manager Coonoor Office

alias Sacammud

X

8 No 3 of 1870

X

Dated 30 September 1869

The right Honorable the Secretary of State for India in Council to William Thomas Frith Farewell Lieutenant Colonel Staff Corps Executive Engineer Neilgherries.

Conveyance of twenty decimal eight eight acres of land in the Village of Todamund within the Municipal limits of Todamund in the District of Neilgherry Hills

J. Kumaroo Saiony Pillay
Sub Registrar

(True Copy)

Copied by P Ammasawmy 2d clerk

2x Ds by A Thadeus Row Head Clerk

Registrar's Office
Nilgiris
27 August 1898

THE SEAL OF THE REGISTRAR OF NEILGHERRIES

G Sampathkumar
Registrar

Date of applcn 19 August 1898

Papers &c supplied —— Do ——

Copy ready — 27-8-98

Copy sent 31-8-98

(3.)

Dated 25 April 1877

Col: W. Y. Y. Yarewell

—to—

Miss M. B. Barclay

Copy

Conveyance of Gable Cottage situate at Ootacamund on the Nilgiri Hills.

59

ument No. 183 of 189 7 of Book. 46

Received from Messrs Winkin & Pepe

the undermentioned fees :—

Ordinary registration fee

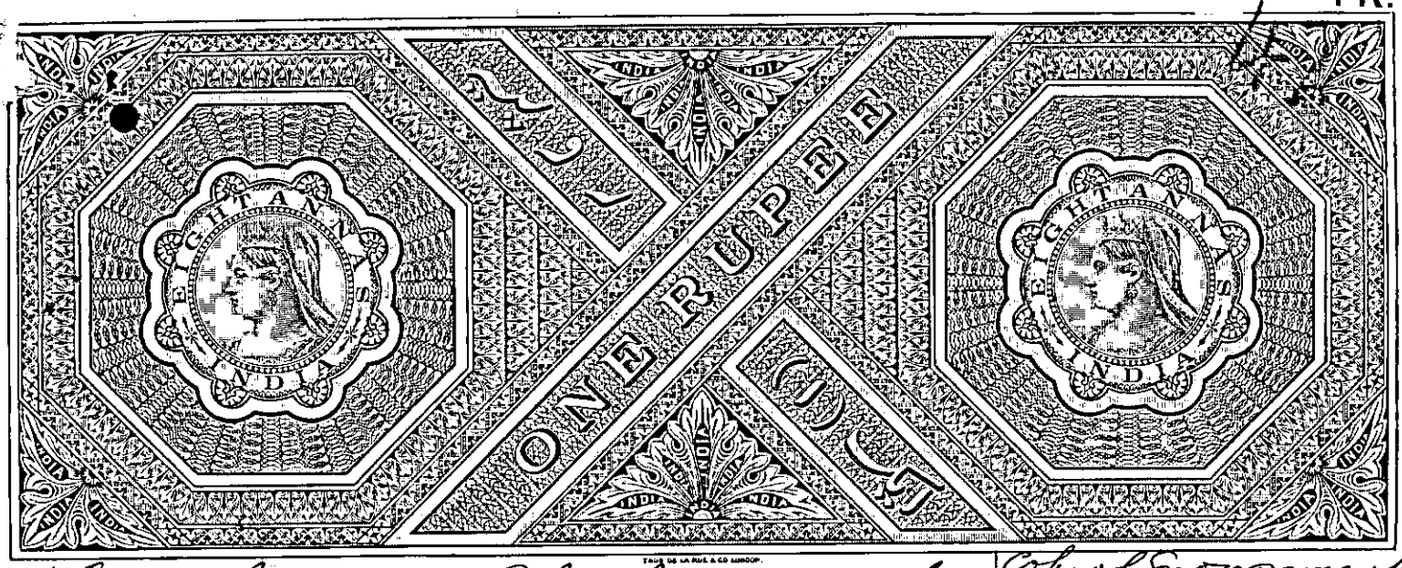
Search — 1 — —

Copy 1479 Enjoined 1 — 14 — 0

2 — 14 — 0

Registrar's Office,
19 Jany 189 8.

Registrar.



Nº 183 of 1877. Copy of Document.

Copy of Instrument and Certificate.

This Indenture made the Twenty fifth day of April one thousand eight hundred and seventy seven Between William Thomas Frake Farewell a Colonel in the Madras Staff Corps and herein after called the 'Vendor' of the first part Samuel Pomeroy Scott a Lieutenant Colonel on the retired list of the Madras Army residing at Ootacamund on the Neilgherry Hills in the Presidency of Madras and herein after called the 'Purchaser' of the second part and Mary Beatrice Barclay youngest daughter of the late Reverend John Barclay of Ootacamund aforesaid of the third part. Whereas the said William Thomas Frake Farewell is seized or possessed of or otherwise well and sufficiently entitled to the land hereditaments and premises

Presented at 2 P.M. on the 1st June 1877 in the office of the Registrar of the Nilgiris by the undersigned as the authorized Agent of Col. W. F. Farewell under a special power of attorney executed by the latter and attested by the Registrar of Madras on the 24th May 1877 L. F. Chapman 1st June 1877. M. Ratnaswami Acting Registrar Execution admitted by 1. Col W. F. Farewell by his attorney L. F. Chapman (2) S. P. Scott Lt Col

48

No 2955 / 1877 & Smyrna 9/6

Bygrave

9/6/98.

Recdng in Dotacamund
from L.T. Chapman
and Col. C.P. Scott
are known personally
to the Registrar. 1st.
June 1877. In
Ratnaswami Aiyr
Registrar. Regd
to do No 183 of
1877 in Book I. Vols
Pages 441 to 444. 1st
June 1877. In
Ratnaswa-
mi Aiyr., Registrar

SEAL

premises hereinafter particularly men-
tioned and described and hereby conveyed
or intended so to be. And whereas the said
Vendor hath agreed with the said Purchaser
for the sale to him of the said land here-
ditaments and premises hereinafter par-
ticularly described at or for the price or
sum of Ten thousand Rupees. And
whereas the said Vendor hath in con-
sideration with the request of the said
Purchaser agreed to execute a conveyance
of the said land hereditaments and
premises the said Mary Beatrice
Barclay in manner hereinafter appearing
Now this Indenture witnesseth that in
consideration of the sum of Ten
thousand rupees to the said Vendor
by the said Purchaser paid the
receipt whereof the said Vendor doth
hereby admit and acknowledge
and that the same is in full for the
land hereditaments and premises
hereinafter mentioned as well as
for all furniture and effects of
all what

what nature or kind soever now upon the premises and the property of the said Vendor he the said Vendor at the request and by the direction of the said Purchaser Doth by these presents bargain sell and assign unto the said Mary Beatrice Barclay her heirs executors administrators and assigns All those several pieces or parcels of ground with the messuage or dwelling house stables godowns out offices and other buildings thereon erected situated lying or being at Cotacamund in the Neilgherry Hills in the Presidency of Madras in the East Indies and known as Gable Cottage containing by gettie in the whole by admeasurement forty eight acres sixty one decimals be the same little more or less and as the same is described and delineated in the Revenue Survey map or plan No 635 dated Nineteenth of August One thousand eight hundred and seventy six setting forth the property of the present Vendor the same

Same being situate in the Registration and Sub registration of the Neilgherries and bounded on the North by D/54 Woodside and Lake road South by D/154 Government waste D/86 Brigadier General Woods D/116 Government Reserve and D/101 Fern Hill His Highness The Maharajah of Mysore East by D/52 The Cedars Mr J. ~~Ryan~~ Ryan M The Public Road Fern Hill Road D/90 The Cedars Mr J Ryan D/89 South supply Channel Reserve D/91. The Cedars Mr J Ryan D/92 Koondah Cottage Mrs Barclay D/94 Ironbray House Colonel G. H Layton. and D/98 Colonel G. H Layton West by D/84 Brigadier General W. G. Woods Avalanche Road and D/81 Greenway Manor Mr Fitz Thomas and subject to the terms and conditions relating to the same as the same is delineated in the Revenue Survey office plan No 151 situate in the registration and sub registration district of the Neilgherries and bounded on the North by Ironbray the property

property of Major General G. N. Saxton
South by government Reserve (the same)
East by land portion of the land afore
said obtained from government Number
Seventeen of One thousand eight hun-
dred and sixty nine and on the plan
marked D/98. and West by Gable cottage
the property of the said Vendor. Together
with all the furniture fixtures and
fittings in or about the same premises
And together with all commons ways lights
sewers water courses rights privileges —
easements advantages and appur-
tenances whatsoever to the said
hereditaments or any part thereof
appertaining or with the same or any
part thereof or appurtenant thereto
And all the estate and interest of the
said Vendor in the said premises To
hold the said premises unto the said
Mary Beatrice Barclay her heirs exe-
cutors administrators and assigns
~~Exempting & the nature~~ Reserving to the Crown
the Reserve of
the said Mary Beatrice Barclay. her
heirs

heirs executors administrators and assigns according to the nature and tenure thereof free from incumbrances but subject nevertheless to Quit rents or other annual sums now or hereafter to become payable in respect of the said premises or any part thereof and hereafter to be paid and discharged by the said Mary Beatrice Barclay her heirs executors administrators and assigns. And the said Vendor doth hereby for himself his heirs executors and administrators Covenant with the said Mary Beatrice Barclay her heirs executors administrators and assigns that notwithstanding any thing by him the said Vendor done or knowingly suffered the the said Vendor now hath full power to grant release and confirm All and singular the said premises hereinbefore expressed to be hereby granted released and confirmed unto and to the use of the said Mary Beatrice

Beatrice Barclay her heirs executors and
administrators and assigns. And that
the same hereditaments and premises
shall at all times hereafter remain
and be to the use of the said Mary
Beatrice Barclay her heirs executors
administrators and assigns and be
quietly entered into and upon and
held (enjoyed) and the rents and profits
thereof received by the said Mary
Beatrice Barclay her heirs executors
administrators and assigns accor-
dingly without any lawful inter-
ruption or disturbance by him the
said Vendor or any person lawfully
or equitably claiming by from or under
him and that free and discharged
from or otherwise by him the said
Vendor his heirs executors or admin-
istrators sufficiently indemnified
against all estates incumbrances
claims and demands created occa-
sioned or made by the said Vendor or
any

any person lawfully or equitably claiming
through or in trust for him. And further
that he the said Vendor his heirs exe-
cutors and administrators and every other
person having or lawfully or equitably
claiming any estate right-title or
interest in or to the said hereditaments
and premises or any of them through
or in trust for him the said Vendor or his
heirs executors or administrators will
at all times at the cost of the said
Mary Beatrice Barclay her heirs exe-
cutors administrators or assigns do or
and execute every such lawful act
thing and assurance for the further
or more perfectly assuring the said
hereditaments and premises and
every part thereof to the use of the
said Mary Beatrice Barclay her heirs
executors administrators and assigns
as by the said Mary Beatrice Barclay
her heirs executors administrators
or assigns shall be reasonably
required. In witness whereof the said
parties to these presents have hereunto

set

56

set their hands and seals the day and year
first above written W. Farewell. Signed
sealed and delivered by the above named
William Thomas Freke Farewell
in the presence of E. A Ford Colonel
R.E. A.T. Pringle. S.P. Scott (Lt)
Signed sealed and delivered by the
above named Samuel Pomeroy
Scott in the presence of L.T. Chapman
Lieut Obt Accountant D. W. Cameron —
Goods Received previous to the exe-
cution of the above written indenture
of and from the above named Samuel
Pomeroy Scott the sum of Seventeen
Rupees being the consideration money
above expressed to be paid by him
to me Rs 10,000/- W. Farewell Colonel
25-4-77. Witnesses E. A. Ford —
Colonel R.E. A.T. Pringle.

(d) Acc

Dated 25th April 1877.
Colonel W.T.F Farewell
to
Mary Beatrice Barclay.
Conveyance of Gable Cottage

Obtained

10 Sheet No 183
1877.

5

Dotaccumed and portion of land
adjoining. L. F. Chapman.
Dotaccumed

Stamp (100 Rs) one hundred
Rupees only.
Copied by A. Ramachendra Row.
Examined by M. Rabaswami Aiyar

True copy.
M Rabaswami Aiyar
Registrar

(True copy)
Copy prepared by. C Narabaccamma Son
Examined by. M. V. Madhavarao Hd Clerk

Registrar's office
Nilgiris, 27th August 1898

M Rabaswami
Registrar

Date of application 19 August 1898
Papers prepared
Copy ready 26 August 1898
Copy sent 31-8-98

(4.)

58

Dated 5th April 1892

Mrs M. B. Scott (née Barclay)
& Lt. Col: S. F. Scott.

—to—

Messrs C. H & F. J. V. Minchin

Copy

Mortgage of Gable Cottage or Glenview House situate at Ootacamund on the Nilgiri Hills to secure the repayment of Rs. 10,000/ and interest—

30

Document No. 128 of 189 2 of Book. 57

Received from Messrs Winkfield & Sons

the undermentioned fees :—

Ordinary registration fee

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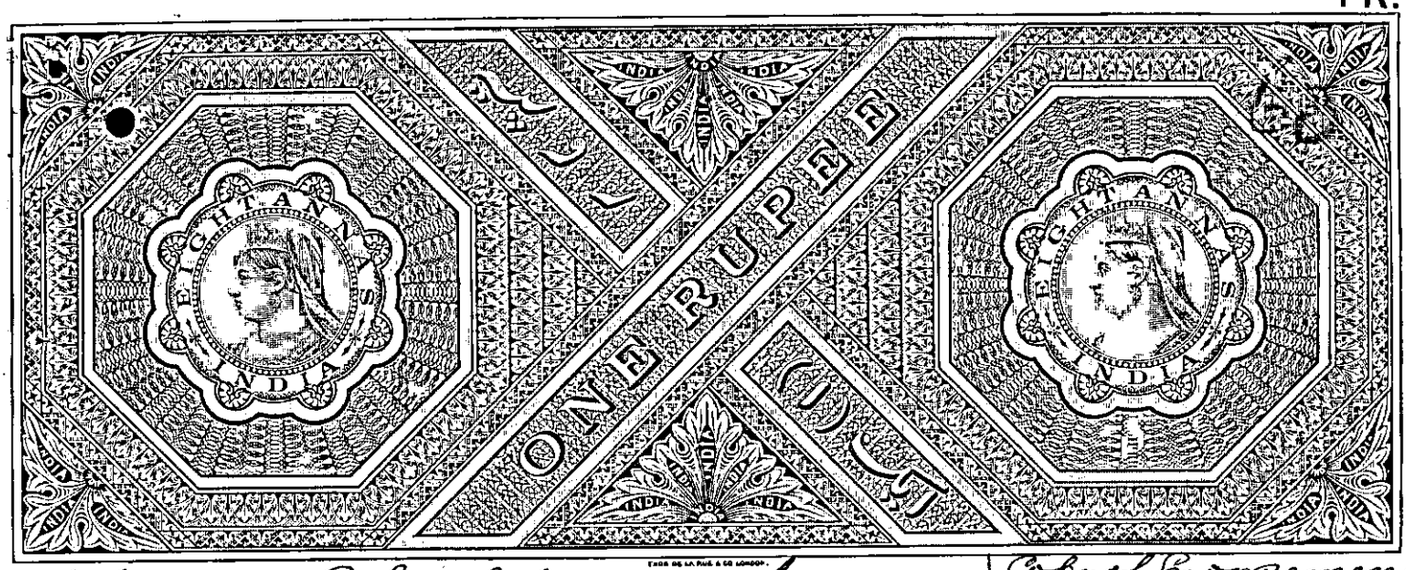
46 Jamieson }

Registrar's Office,
19. Aug 189 8.

Registrar.



No 128. Copy of Document

Copy of Endorsement and Certificate

(Mortgage) This Indenture is made the fifth day of April one thousand eight hundred and ninety two Between Mary Beatrici Scott (nee Barclay) of Ootacamund in the Nilgiri Hills wife of Samuel Paramby Scott a Lieutenant Colonel on the retired list of the Madras Army (hereinafter called the "Mortgagor") of the first part the said Samuel Paramby Scott of Ootacamund aforesaid of the second part and Charles Nicholls Brunchin of Ootacamund aforesaid and Frederick James Vivian Brunchin of Pollachi in the Coimbatore District in the Madras Presidency (hereinafter together called "the mortgagees") of the third part. Whereas by Agreement the said Charles Nicholls for loan &c Brunchin and Frederick James Vivian Brunchin as Trustees of the will and Codicil of the late

Presented at 1.45 P.M. in the 5th April 1892 in the office of the Registrar of Nilgiris by Mary Beatrici Scott 5th April 1892 In Sankara Menon Registrar Execution admitted by (1) Mary Beatrici Scott wife of S.P. Scott a retired Lt Col & Ootacamund (2) Witness examined R. Shiniwasa Rao son of Raghavendra Row Brahmin Registrar's Clerk Ootacamund 5th April 1892. In Sankara Menon Registrar. Registered as No 1284 Book 1, Vol 50 pages 229 to 234, 5th April 1892. Fee paid Rs 12-0-0 In Sankara Menon Registrar.

SEAL

(1) S.P. Scott Lt Col. late Retired List Ootacamund.

61

No 2953 / 1911 C. Dijkstra Jr.

Bergambacht

19/8/98

Amsterdam

Rijen

62

late Alfred Chawner Griffin have agreed to advance and lend to the mortgagor the sum of Seven thousand Rupees (Rs 7000) on the security of these presents and in the execution hereof and the said Charles Nicholls Gunchin for himself has agreed to advance and lend to the mortgagor or to the said Samuel Ponsonby Scott - for the mortgagor the sum of Three thousand Rupees (Rs 3000) on the security of these presents on the fifth day of August one thousand eight hundred and ninety two of rupees Rs 0 0 0 by notice in writing under the hand of the said Samuel Ponsonby Scott to the said Charles Nicholls Gunchin within two calendar months from the date hereof and whereas the said Samuel Ponsonby Scott has agreed to join in these presents in manner herein after appearing by way of surety for the repayment of the said sums of Seven thousand Rupees (Rs 7000) and three thousand Rupees (Rs 3000) with interest as herein after provided. Now this Indenture witnesseth that

that in pursuance of the said agreement and in consideration of the sum of ~~Rupees~~ Seven Thousand Rupees (Rs 7000) advanced and paid to the mortgagor by the said Charles Nicholls Bruchini and Frederick James Vivian Bruchini as such Trustees aforesaid and of the said further sum of Three thousand Rupees (Rs 3000) so to be advanced and paid by the said Charles Nicholls Bruchini to the mortgagor or to the said Samuel Ponsonby Scott for the mortgagor on the fifth day of August one thousand eight hundred and ninety two if required as aforesaid the the mortgagor and the said Samuel Ponsonby Scott do and each of them doth hereby for themselves herself and himself and their her and his executors and administrators covenant with the mortgagees their executors administrators and assigns that they the mortgagor or the said Samuel Ponsonby Scott will pay to the mortgagees their executors administrators or assigns on the sixteenth day of April one thousa

Regd

eight-hundred and ninety three the sum of Ten thousand Rupees (Rs 10,000 or such other sum as shall then be due for principal under or by virtue of these presents and will also pay to the Mortgagees their executors administrators or assigns interest on the said sum of Seven thousand Rupees (Rs 7000) from the sixteenth day of April one thousand eight-hundred (d) and ninety two (e) and on the said sum of Three thousand Rupees (Rs 3000) from the date of its being advanced or so much of the said sums of Seven thousand Rupees (Rs 7000) and three-thousand Rupees (Rs 3000) as shall for the time being be due and unpaid hereunder until repayment of all the said principal monies at the rate of 8 per cent per annum half yearly on the sixteenth day of October and the sixteenth day of April in every year without deduction And this Indenture also witnesseth that-

Transfer In further pursuance of the said Agree-
property ment and for the consideration aforesaid
the

Acres 3·4; S/82,-·92, S/85. 4·6, S/87. 12·28
S/88. 28·31, Total acres 48·61. Together
with the dwelling house and all out-
houses buildings erections fixtures
furniture and property now which
hereafter may belong to the Mortgagor and
may be on or attached said several pieces
or parcels of land and premises. And
together with all rights of way and ways
and all other rights easements and appur-
tenances with the said property held
used & enjoyed or reputed so to be. To hold
the said premises unto the Mortgagee
their ~~&~~ executors administrators and
assigns subject to the proviso for redemp-
tion hereinafter contained that is to say —

Proviso for redemption

Provided always that if the Mortgagor or the
said Samuel Pomeroy Scott his or her exe-
cutors or administrators shall pay to the
Mortgagee their ~~executors~~ administrators
or assigns the said sums of Seven thou-
sand Rupees (Rs 7000) and three thou-
sand Rupees (Rs 3000) or such or so much
thereof as shall for the time being be

due

due for principal hereunder on the Sixteenth day of April one thousand eight hundred and ninety three with interest as aforesaid then the Mortgagees their executors administrators or assigns shall and will upon the request and at the cost of the Mortgagor or The said Samuel Pomeroy Scott his or her executors administrators or assigns thereof the said premises unto the Mortgagor his executors administrators or assigns or as he or they shall direct. And Repairs and taxes — the Mortgagor do thereby for himself his executors and administrators covenant with the Mortgagees their executors administrators and assigns that he the Mortgagor his executors or administrators will keep the said dwelling house outbuildings and premises in a good and substantial state of repair both inside and outside and further will pay all Government assessments and all taxes due in respect of the said premises or in respect of which the said premises might be held liable or be attached or distrained and in case of their not being able to pay or not paying the same in the first day on which the same respectively ought to be paid will give such notice as may be practicable to the Mortgagees their executors administrators

Upon default in paying assessments or making repairs the same may be provided for by mortgagee.

administrators assigns of the or their inability to pay or of such non-payment as the case may be. And it is hereby provided that if default shall be made in payment of any of the said assessments taxes or outgoings or in keeping the said buildings and premises in good condition and complete repair it shall be lawful for the Mortgagees their executors administrators or assigns out of their own monies to pay such assessments taxes and outgoings and to repair and do whatever else may be necessary for putting the said premises into good condition and complete repair as aforesaid and the mortgagor his executors or administrators will on demand pay to the mortgagees their executors administrators or assigns all monies so expended by them for these or any of these purposes together with interest at the rate aforesaid and that until such repayment the same shall be a charge upon the said premises. And the mortgagor doth hereby for herself her executors and administrators further covenant

Covenant to keep the premises insured against fire

W. Wirth

with the Mortgagees their execution ad-
ministrators and assigns that the
the Mortgagor his execution or admi-
nistrators will so long as any money
shall remain due on this present se-
curity insure and keep the said
dwelling house and buildings
insured against loss or damage
by fire in the sum of Ten thousand
Rupees Rs 10,000/- at the least and
will pay all premiums and sums
of money necessary for such purpose
on the first day on which the same
respectively ought to be paid and
will thereupon produce to the Mort-
gagees the policy or policies for such
insurance and their receipt for every
such payment. Provided that if
default shall be made in keeping
the said premises so insured it shall
be lawful for the Mortgagees their
executors administrators or assigns
out of their monies to insure and keep
insured the said dwelling house and
buildings

That in case of default by mortgagor mortgagees may insure

burdonijs ni manner aforesaid and the mortgagor his executors or administrators will in such case on demand repay to the mortgagees their executors administrators or assigns all monies expended by them for that purpose with interest thereon at the rate aforesaid from the time of the same respectively having been advanced or paid and until such repayment the same shall be a charge upon the said premises. And it is hereby declared that (Power of sale) it shall be lawful for the mortgagees their executors administrators or assigns at any time or times after default without any further consent on the part of the mortgagor his executors or administrators to sell the said premises either by public auction or private contract with power upon any such sale to make any stipulation as to title which the mortgagees their executors administrators or assigns shall deem

deem proper and also with power to
buy in or rescind or vary any contract
for sale and to resell without being
responsible for any loss occasioned
thereby and for the purposes aforesaid
to execute regular and do all such as-
surances and things as they shall think
fit Provided always that the Mortgagee
(Rohee) their executors administrators or assigns
shall not execute this said power of sale
until they shall have previously given
a notice in writing to the Mortgagor her
executors or administrators or some or
one of them to pay off the monies for
the time being owing on the security of
these presents or shall have left a
notice in writing to that effect at or
upon some part of the said mortgaged
premises and until default shall
have been made in payment of such
moneys or some part thereof for the
space of three calendar months from
the time of giving or leaving such notice
or until interest amounting at the rate
of five hundred Rupees (Rs 500) shall
be

be in arrear and unpaid for three calendar months after it becomes due also that upon any sale purporting to be made in pursuance of the aforesaid power the purchaser or purchasers shall not be bound to see or enquire whether the cases mentioned in the proviso herein before contained have happened or whether any money remains owing on the security of these presents or otherwise as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in such sale the same shall so far as regards the safety and protection of any purchaser be deemed to be within the aforesaid power in that behalf and be valid and effectual accordingly and the remedy of the mortgagor his executors or administrators in respect of any breach committed or for any impropriety or irregularity whatsoever

Ancillary clauses

in

in any such sale shall be in damages only against the person or persons committing such breach improperly or irregularly. And it is hereby also agreed that upon any such sale as aforesaid the receipt of the Mortgagees their executors administrators or assigns for the purchase money of the premises sold shall effectually discharge any purchaser therefrom and from being concerned to see to the application or being answerable for any loss or misapplication thereof

Appropriation of proceeds of sale

And it is hereby further declared that the moneys which shall arise from any such sale as aforesaid shall be held upon trust for payment in the first place of all the costs and expenses incurred in or about such sale or otherwise in respect of the premises and in the next place for payment of all moneys due on the security of these presents and for payment of the surplus if any to the Mortgagor his executors or administrators

And

And it is hereby also declared that the aforesaid power of sale may be exercised by any person who for the time being shall be entitled to receive and give a discharge for the moneys owing on the security of these presents. Provided always that the Mortgagees their executors administrators or assigns shall not be answerable or accountable for any involuntary losses which may happen in or about the exercise or execution of the aforesaid power and trusts or any of them

Covenants for title — And the Mortgagor doth hereby for herself her executors and administrators Covenant with the Mortgagees their executors administrators and assigns that all assessments taxes and other outgoings have been fully paid and satisfied up to the date of these presents and that she the Mortgagor now hath power to grant and assign the said premises in manner aforesaid and free from incumbrances

Entry into possession upon default — And also that if default shall be made in payment on demand as aforesaid of the principal moneys for the time being owing on this security or any part thereof

thereof it shall be lawful for the Mortgagees their executors administrators or assigns to enter upon and take possession of the said premises and the same thence forth to hold and enjoy and to receive the rents and profits thereof without any lawful interruption or disturbance by the Mortgagor his executors or administrators or any other person and that freed and discharged from or otherwise by the Mortgagor his executors or administrators sufficiently indemnified against all estates incumbrances claims and demands whatsoever

further assurance

And further that she the Mortgagor her executors and administrators and every person having or lawfully or equitably claiming any estate right title or interest in or to the said premises or any of them will at all times at the cost until foreclosure or sale of the Mortgagor her executors or administrators and afterwards at the cost of the person or persons requiring the same execute requisite and do every such lawful reasonable and thing for the further and more perfectly assuring all or any of the said premises unto the Mortgagees their executors ad-

ministrators

administration or acceptance as by them shall be reasonably required. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first before written. Executed by the above named Mary Beatrice Scott in the presence of V. K Ghasawony Clerk to Accountd A R Winbolt Solicitor to Accountd Mary Beatrice Scott (Seal) Executed by the above named Samuel Combe Scott in the presence of V. K Ghasawony Clerk to Accountd. A R Winbolt. S. C. Scott Lt Col (Seal) Received of the within named Charles Nicholls Armchair and Frederick James Vivian Armchair Trustees of the will and Codicil of the late Alfred Chaveau Griffin the sum of seven thousand Rupees the consideration within expressed to be paid by them Rs 7000/ Mary Beatrice Scott. S. C. Scott Lt Col witness V. K Ghasawony A R Winbolt Rs 31 4 7/2 Rupees Rec/d per Cheque on Treasury. Rec/d more pp 2. 4. 92. J Drummond

Attorney

17 Sheet No 128/1892

ഓരോന്നു 50 രൂപാ ക്രമത്തിൽ 47½ രൂ
2½ രൂപാവീതം 16 ഓഹരികളുടെ ക്രയാധാ
രം ഓരോന്നു ബാദ്ധ്യതയിൽ ഒഴിഞ്ഞതാ
യിട്ടു No. 32 (2½ രൂപാ മുദ്രപ്പത്രം ഈ
ബാദ്ധ്യത ഒഴിഞ്ഞതായിട്ടു 2-4-92 ഇതു
പോലെ ഓരോന്നു 50 രൂപാ ക്രമത്തിൽ 47½
വീതം 16. 2½ രൂപാ വീതം 16 ഓഹരികളുടെ ക്രയാ
ധാരം ഓരോന്നു ബാദ്ധ്യതയിൽ ഒഴിഞ്ഞതാ
യിട്ടു Two stamps Rupees Forty ——.
(a) (f) (g) (h) (i) alterations, (b) (c) (d) interlineations
(e) erasure &c &c. ——————————

Copied by Sri K. Seshachelam Ag 2nd clerk
Examined by. Krishnamachariar Ag 1st clerk

Sri Sankara Menon
Registrar

(True copy)

Copy prepared by. Venkatachalam Ag 2nd clerk
Examined by. Letheadhand Hon. Ht. clerk

Registration office
The 31st August 1892

Registrar

THE SEAL OF THE REGISTRAR OF NEILGHERRIES

Date of application 18 August 1892
Papers delivered 19 do
Copy ready 31 do
Copy sent &c.

78

Will dated 4th April 1888

Will proved 31st July 1894

Probate dated 29th August 1894

Certified Copy Probate
of the Will of Beatrix
Mary Scott deceased
with Copy Will annexed.

Extracted by
AR Winterton
Obtaecumund)

Court fee Stamp papers for Rupees Six hundred and ten

No. 4 of 1894

In the Court of the Subordinate Judge of Nilgiris Ootacamund

Miscellaneous (Probate) Petition No. 3 of 1894

Probate granted under Act X of 1865

I William Edward Thompson Clarke, Subordinate Judge of Nilgiris and District Delegate appointed for granting Probates or Letters of Administration in the District of Nilgiris hereby make known that on the 31st day of July in the year of our Lord One thousand eight hundred and ninety four, the last will of Beatrix Mary Scott, wife of Lieutenant Colonel Scott Retired late of Blackwood House Ootacamund Nilgiris a copy whereof is hereunto annexed was proved and registered before me and that administration of the property and credits of the said deceased and in any way concerning his will was granted to Charles Bentinck Barclay of Templeton Lodge Ootacamund and John Bentinck Barclay of Kotacul Estate, Kolacumbay

on the Nilgiri Hills the executors in the said Will named they having undertaken to administer the same and to make a full and true inventory of the said property and credits and exhibit the same in this Court within six months from the date of this grant or within such further time as the Court may from time to time appoint and also to render to this Court a true account of the said property and credits within one year from the same date or within such further time as the Court may from time to time appoint.

Given under my hand and the seal of the Court this 29th day of August 1894

(Sgd) W. E. Clarke
Subordinate Judge and
District Delegate under Act X
of 1865.

The Seal of the Subordinate Judge of the Nilgiris

(Signed) C. Stanislaus Pillay
Sheristadar

Compared with the Original Probate and certified by me the undersigned to be a true Copy thereof

Ootacamund
23 May 1898

Sydney Clay
Solicitor, Ootacamund

Copy of the Will

This is the last Will and Testament of me Beatrix Mary Scott wife of Lieutenant-Colonel Scott, Retired, of Blackwood House Dotacamund Nilgiri District in the Presidency of Madras I give and devise unto my brothers Charles Bentinck Barclay of Hascul Estate Coonoor in the said Nilgiri District and John Bentinck Barclay of Deva Shola also in the said Nilgiri District my two houses situate in the said District and known as Gable Cottage Dotacamund and Clifton House Coonoor together with all furniture and effects to the same belonging (The other property in which I am at present interested, namely Blackwood House Dotacamund being already secured to my children after the deaths of myself and my said husband by a post nuptial settlement dated the first day of August One thousand eight hundred and eighty four) To hold the same upon the trusts following that is to say upon trust in the first place to pay my just debts funeral and testamentary expenses and after such payments upon trust for my children Walter Ponsonby Scott Mary Kathleen Scott Alice Emily Scott Francis William Scott John Charles Scott Henry Ponsonby Scott and Bertha Margaret Scott or the survivor or survivors of them that is in equal proportions among those living at the attaining of the age of twenty one years of my daughter Bertha Margaret Scott or in

the case of her death before attaining the age of twenty one years at the attaining of such age of my youngest surviving child until the coming of age of my said daughter Bertha Margaret Scott or in case of her death as aforesaid I direct my said trustees to rent my said houses to the best advantage (other than the said Blackwood House should I die before my said husband, he being entitled to the use of this during his life under the provisions of the before mentioned post-nuptial settlement) and to apply the rents towards the maintenance and education of my said children upon the coming of age of my said daughter Bertha Margaret Scott or of my youngest surviving child the trust is to cease and determine and should my children then or thereafter so desire it the properties one or both may be sold and the proceeds divided equally among my children then living share and share alike but in case of their not so agreeing the properties are to remain unsold until they are all of one mind in the matter As to the rest residue and remainder of my personal property including all jewelry and wearing apparel I give and devise the same to my daughters living at the time of my decease absolutely share and share alike in the case of the two bequests that may fall to the share of any of my daughters I desire the same may be regarded as their separate

property and independent of the control of any husband. I hereby revoke all wills heretofore made by me and appoint my said brothers trustees and executors of this my will.

In witness whereof I have hereunto set my hand this Fourth day of April One thousand eight hundred and eighty eight

(Signed) B. M. Scott

Signed by the said testatrix as and for her last will and Testament in the presence of us present at the same time who in her presence and at her request and in the presence of each other have hereunto subscribed our names as witnesses

(Signed) B. A Barclay
(Signed). L. F. Chapman
Solicitor
Dotacamund

(True Copy)

(Sgd) W. E. Clarke
Subordinate Judge

(Initialled) C. S.
Shr.

Compared with the Copy will annexed to the Probate of the will of Beatrix Mary Scott deceased and certified by me the undersigned to be a true Copy thereof.

Dotacamund
May 1898

Sydney V. Eyre
Solicitor, Dotacamund

84

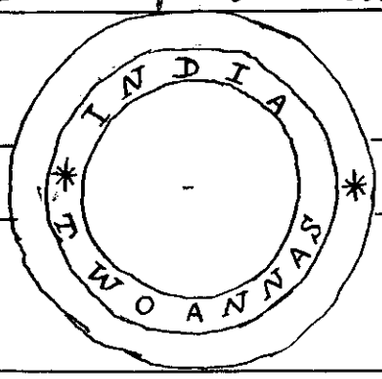
(6.)

Dated 10 November 1896

Petitions Nos. 270, 271 and 272 of 1896 on the file of the Court of the District Judge of Coimbatore. ———

Order of Court appointing Messrs. Robert Slaines and Walter Ponsonby Scott Trustees of the Estates of the late Colonel and Mrs. Scott.

For Copies only



Two Annas ~ T (P) 99

Proceedings of the District Court of Coimbatore.

The tenth of November 1896.

Petitions Nos. 270, 271 and 272 of 1896

These are petitions under the Trusts Act II of 1882, relating to the estate of the late Colonel S. P. Scott and of his widow.

2. The petitions are filed by and on behalf of the seven children of Col. and Mrs. Scott. Under the marriage Settlement Messrs. Charles Bentinck ~ Barclay and Henry Rennie Bentinck Barclay are Trustees. Under the Wills of Colonel Scott and Mrs. Scott Messrs. Charles Bentinck Barclay and John ~ Bentinck Barclay are Trustees. It is asked that this Court remove these Trustees from office and ~ appoint in their stead Mr. Robert Staines of ~ Coimbatore and Mr. Walter Ponsonby Scott.

3. It appears that Mr. Charles B. Barclay has practically been sole Trustee as his brother John is unable to attend to business and the correspondence which has been filed shows that the relations between Mr. Charles B. Barclay and the Bene- -ficiaries were not cordial and that Mr. Charles B.

173 words 1st of 3 sheets 2d (illegible)

812 8

V. Krishna Iyer, Coimbatore 29-1-97

Vendor

GOVERNMENT OF MYSORE

Two Anna Stamp paper

Barclay at length expressed a wish to be ~ relieved of the Trust. Thereupon at the request of Miss Scott Mr. Robert Staines Consented to become Trustee. These petitions were filed and notice was served on the Messrs Barclay who do not oppose.

Under Section 74 of Act II of 1882 this Court removes Messrs Barclay from the office of Trustee and appoints Robert Staines and Walter Pousonby Scott to be Trustees under the marriage settlement and under the Wills of Colonel Samuel Pousonby Scott and Beatrix Mary Scott deceased.

Messrs Barclay may at once deliver over the properties to the new Trustees reserving ~ any claims under Section 32 for expenses out of pocket or under Section 35 for a settlement of accounts and discharge. These claims can doubtless be settled amicably out of court. In that hope the discussion of these claims is adjourned to Thursday the 28th January 1897 when orders will also be passed regarding the costs of these petitions

164 Words 2 of 3 Sheets 1½ (Illegible)

6b

GOVERNMENT OF MYSORE

8126

V. Krishna Iyer, Coimbatore 29-1-97

Vendor

89

Two Anna Stamp paper

6. As Mr. Walter Ponsonby Scott now occupies the three fold position of Trustee, Beneficiary of one seventh Share and Superintendent of the Putty Cumbay Estate, this Court thinks it necessary to advise Mr. Scott to be exceedingly careful in keeping full accounts of all his transactions and to work cordially with his older and more experienced Co-Trustee, Mr. Robert Stanes.

Coimbatore
November 10th 1896

(Signed) G. J. Mackenzie
Ag: Dt. Judge.

5d. (Illegible)
3d. (do)
8/2

(True Copy)
signed (Illegible)
Superintendent

72 words 3d. + last-Sheet-

A. Soobramanian

O/C

8125

V. Krishna Ayyar, Coimbatore, 29-1-97

Vendor

Coimbatore Dt. Court

M. P. Nos. 270, 271, 272
96

Copy of Order

28-1 1897

Stamp papers called for 29-1-1897

Stamp papers deposited 30-1-1897

Copy ready 8-2-1897

Do delivered 11-2-1897

Sd (illegible)
Superintendent

(7a)

Dated 3rd July 1897

Messrs C. N & Y. J. V.

Munchun Trustees of the Will and Codicil of A.C. Griffin Esq. deceased

— to —

Messrs R. Stanes W. T.

Scott Trustees of the Will of Mrs M. B. Scott deceased

(Copy)

Reconveyance of Gable Cottage or Glenrose House situate at Ootacamund in the Nilgiri Hills

61

Document No. 409 of of 189 7 of Book. 9 2

Received from Messrs Wanklyn & Sons

the undermentioned fees

Ordinary registration fee

Copy 1722 Augt 11 Jan 9 5 0
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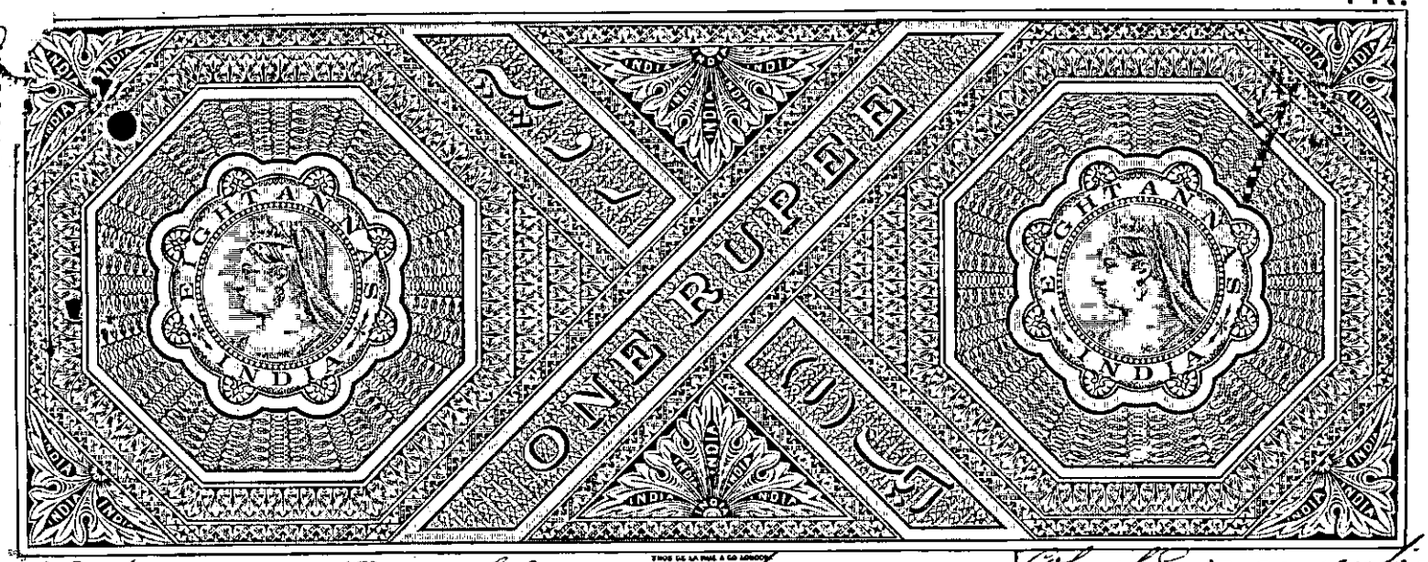
Registrar's Office,
19. Aug 189 8

Registrar.



No 409. Copy of document

Copy of Endorsement on Certificate

This Indenture made the third day of July 1897 Between Charles Nicholls Innes of Bangalore in the Territory of Mysore Esquire at present residing in Europe and Frederick James Vivian Innes of Ootacamund in the District of Nilgiris in the Presidency of Madras Esquire Trustees of the Will and Codicil of Alfred Chawner Griffin deceased of the one part and Robert Stones of Coimbatore in the Presidency of Madras Esquire and Walter Pinnamby Scott of the Puttycoombay Estate on the Nilgiri Hills planter Trustees of the Will of Mary Beatrice Scott late of Ootacamund on the Nilgiri Hills and wife of Col Samuel Pinnamby Scott deceased of the other part Whereas by an Indenture of Mortgage dated the 1st day of April 1892 registered as No 128 of 1892 in the Office

Presented at 2.28 pm on the 10 July 1897 in the office of the Registrar of the Nilgiris by A R Wimbush Solicitor Ootacamund & exhibited admitted by Charles Nicholls Innes and Frederick James Vivian Innes by their attorney A R Wimbush Solicitor Ootacamund. Known personally to the Registrar 10 July (3) 1897 Before me Sundaram Adastri Ag Registrar (2). Registered as No 409 of Book I Vol 6 page 444 to 448. 12 July 1897 Fee paid Rs 9.0.0 Before me Sundaram Adastri Ag Registrar

SEAL

14

No 2954 / Rui 66 Shymanska

Elizabethville

19/8/96

office of the Registrar of Bulgaria and made between the said Mary Beatrice Scott (therein called the Mortgagor) of the first part the said Samuel Ponsonby Scott of the second part and the said Charles Nicholls Bruchin and Frederick James Vivian Bruchin (therein called the Mortgagees) of the third part ~~[illegible]~~ after recting that the said Charles Nicholls Bruchin and Frederick James Vivian Bruchin as trustees of the said will and Codicil of the said Alfred Chawner Griffin deceased had agreed to advance and lend the Mortgagor the sum of Rs 7000/- and that the said Charles Nicholls Bruchin for himself had agreed to advance and lend to the Mortgagor or to the said Samuel Ponsonby Scott for the Mortgagor the sum of Rs 3000/- on the first of the days of August 1892. if required so to do by notice in writing under the hand of the said Samuel Ponsonby Scott to be given to the said Charles Nicholls Bruchin within two calendar months from the date of the now recited Indenture and

that

that the said Samuel Pomeroy Scott had agreed to join in these presents in manner hereinafter appearing by way of security for the repayment of the said sums of Rs 7000/- and Rs 3000/- with interest as in the now recited indenture is provided it was witnessed that in pursuance of the said agreement and in consideration of the sum of Rs 7000/- aforesaid and paid to the mortgagor by the said Charles Nicholls Bruchin and Frederick James Vivian Bruchin as such trustees aforesaid and of the further sum of Rs 3000/- so to be advanced and paid by the said Charles Nicholls Bruchin to the mortgagor or to the said Samuel Pomeroy Scott for the mortgagor on the 5th day of August 1892 if required as aforesaid. The mortgagor did thereby grant and assign unto the mortgagees their executors administrators and assigns all those several pieces or parcels of land situate lying and being at Ootacamund on the Nilgiri Hills together known as Oakle Cottage or Glenview House

Particulars

particularly described in and expressed the bargained sold and assigned by an Indenture bearing date the 25th day of April 1877 expressed to be made between William Thomas Freke Farewell a Colonel therein called the Vendor) of the first part Mr and Samuel Ansonby Scott (therein called the Purchaser) of the second part and the Mortgagor therein Mary Beatrice Barclay) of the third part which said several pieces or parcels of land were at the date of now recited Indenture of Mortgage better known and described as follows:-

Revenue Survey No	2/53	Containing in extent acres		3.04
do	1/52	do	do	0.92
do	2/85	do	do	4.06
do	2/87	do	do	12.28
do	1/58	do	do	28.31
	Total acres			48.61

Together with the dwelling house and all outhouses buildings erections fixtures furniture and property thereon or which thereafter might belong to the Mortgagor and might be on or in the said several pieces or parcels of land and premises and together with all rights of way and

Wale

97

wake and all other rights easements and appurtenances with the said property held used enjoyed or reputed as the. To hold the said premises unto the Mortgagee their executors administrators and assigns subject to the proviso for redemption in the now recited indenture contained on payment by the mortgagor or the said Samuel Ramsay Scott his or her executors or administrators to the Mortgagee their executors administrators or assigns of the said sums of Rs 7000/- and Rs 3000/- or such or so much thereof as should for the time being be due for principal under the now recited indenture on the 16 day of April 1893. with interest as aforesaid. And whereas the said sum of Rs 3000/- mentioned in the said indenture of Mortgage was now advanced by the said Charles Nicholls Bruchin to the said Beatrice Mary Scott or to the said Samuel Ramsay Scott and whereas the said Beatrice Mary Scott died on (2) about the first day of March 1894. (a) having by her last will and testament bearing date the 4 day of April

April 1888. deceased unto his brothers Charles
Bentinck Barclay and John Bentinck
Barclay his two nieces known as Gable
Cottage Dobe cemented and slipton
stone Coroor wagetts with all furniture
and effects thereon belonging. To
hold the same upon the trusts in the
testatrix's Will declared and the
testatrix appointed his said brothers
trustees and executors of his said will
And whereas an Miscellaneous Petition
No. 3 of 1894. on the file of the Court
of the Subordinate Judge and District
Delegate of Nelspruit the said will
of the said Beatrix Mary Scott deceased
was proved by the said Charles Bentinck
Barclay and John Bentinck Barclay
the executors in the said will named as
is evidenced by Probate bearing date
the 29 day of August 1894. under the
hand of the said Subordinate Judge
and District Delegate and the seal
of his Court And whereas an Miscella-
neous Petitions Nos 270, 271, and 272, of 1896
on the file of the Judge of the District
Court of Combalcon an order was on

the

the 10th day of November 1896. passed by the Judge of the said Court removing the said Charles Bentinck Barclay and John Bentinck Barclay from (inter alia) the office of the Trustees of the will of the said Beatty Mary Scott deceased and appointing the said Robert Stanes and Walter Pomeroy Scott as Trustees thereof instead. And whereas all principal moneys and interest (h) owing on the security of the hereinbefore recited indenture of mortgage have some time since been paid off and discharged by the said Charles Bentinck Barclay and John Bentinck Barclay as executors of the probate of the said will of the said Beatty Mary Scott deceased and the said Robert Stanes and Walter Pomeroy Scott (hereinafter called the Trustees as such Trustees as aforesaid are desirous of obtaining such reconveyance as is hereinafter contained. Now this Indenture witnesseth that

that in consideration of the premises and
of the sum of £ 7000 - to the said Mr
Nicholls Brunchin and Frederick James
Vivian Brunchin (hereinafter called the
Mortgagees) paid as aforesaid (the
receipt whereof the Mortgagees do
hereby respectively acknowledge) They
the Mortgagees do hereby grant
assign and convey unto the Trustees
all and singular the hereditaments
and premises comprised in and ex-
pressed to be granted and assigned by
the herein before recited Indenture of
Mortgage of the 5th day of April 1892. And
all other premises (if any) now vested
in the Mortgagees subject to redemption
by virtue of the herein before recited
indenture of Mortgage. To hold the
said premises unto the Trustees and
their assigns. Freed and discharged
from all principal moneys and interest
secured by and all claims and demands
under or by virtue of the herein before recited
indenture of Mortgage of the 5th day of April
1892

1892. And they the mortgagees and each of them so far as relates to his own acts and deeds doth hereby for themselves and each of them doth hereby for his self his executors and administrators covenant with the trustees and their assigns that they have not executed or done or knowingly suffered or been parties or privy to any act or thing whereby or by reason or means whereof the premises hereinbefore assured or any of them or any part thereof are is or may be impeached charged affected or incumbered in title estate or otherwise howsoever or whereby or by reason or means whereof they the mortgagees or either of them are or is or may be hindered from assuring the same premises or any of them or any part thereof in manner aforesaid. In witness whereof the said Charles Nicholls Brunskill and Frederick James Vivian Brunskill have hereunto set their respective hands and seals the day and year first before written

Charles

10 Sheet No 409
97.

10

Charles Nicholls Bruchini by his attorney
A R Winbolt (L.S.) Signed sealed and deli
vered by the abovenamed Charles Nichol
Bruchini by his attorney Alfred Robert
Winbolt in the presence of Sydney V. Edge
Sol. Ootacamund. D Stephens Clerk to
Messrs Winbolt & Edge Solicitors Ootaca
mund. Frederick James Vivian Bruchini
by his attorney A R Winbolt (L.S.) Signed
sealed and delivered by the abovenamed
Frederick James Vivian Bruchini by his
duly constituted attorney Alfred Robert
Winbolt in the presence of Sydney V.
Edge Sol. Ooty D Stephens. Received
of and from the within named Charles
Benbrick Barclay and John Benbrick
Barclay the sum of Rupees Seven thousand
within mentioned as having been paid
by their Bonds. Rs 7000/- Charles Nicholls
Bruchini and Frederick James Vivian
Bruchini by their attorney A R Winbolt
Witnessed Sydney V. Edge. D Stephens
No. 1950 (10 Bonds Bruchini Nos + &c.
Stamps affixed Rs 10. 6. 97. Bruchini

11 Sheet No 409/97

107

Certificate of Stamp Duty on Rupees Ten

Indorsement in terms of Art. (a) & (b) of Schedule. Duty Rupees in terms of (1) & (2) & annexes (3) in terms of

Copied by Ramakrishnaiah for 30 Sheets

Examined by { Ramakrishnaiah for 30 Sheets Read
Srinivasa Rao 30 Sheets Examined

B.C. Sundaramachi
Ag. Registrar

(True copy)

Copy prepared by Ramakrishnaiah for 30 Sheets

Examined by A. Krishnamurthy Clerk

Registrar's office
Nellore, 31 August 1908

Ag. Registrar

THE SEAL OF THE REGISTRAR OF NELLORE

Date of application 10. aug. 08
Date of notice to apply 19. do
Copy ready 31. August 08
Copy sent

(8)

Dated 2nd March 1898.

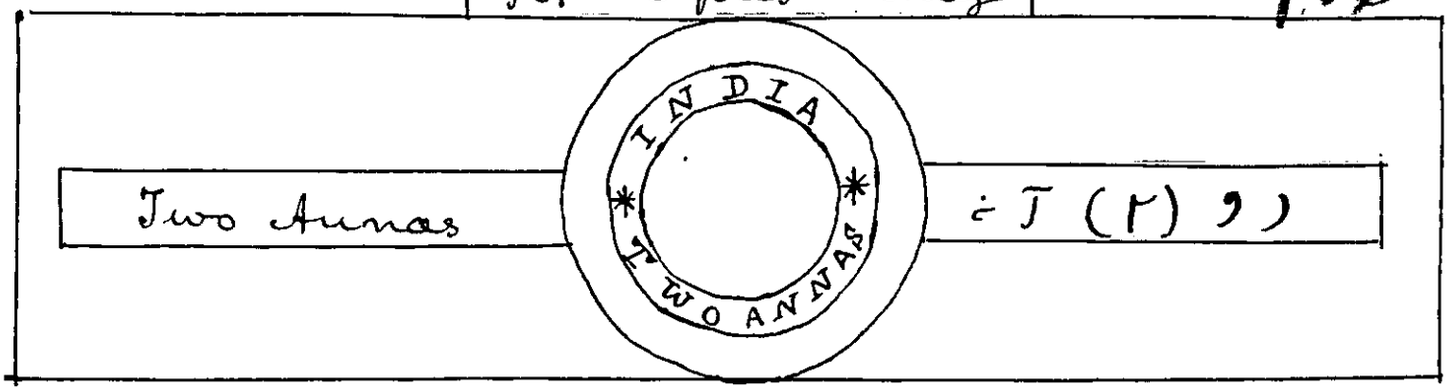
also: P.N. No. 113 of 1898 on the file of the District Court of Coimbatore

re Estate of Colonel and Mrs. Scott (deceased)

Order permitting Sale of "Gable Cottage"

For Copies only

106



In the District Court of Coimbatore.

In. P. No. 113 of 1898

In the matter of "The Indian Trusts Act-1882" and in the matter of:—

(a) The last will and Testament of Beatrix mary Scott, widow of Lt. Col: S. P. Scott, late of Kotacamand but now deceased.

(b) The last will & Testament of the said Lt Col: S. P. Scott deceased, and

(c) The post nuptial Settlement of the said Lt Col: S. P. Scott and Beatrix mary Scott.

Petition.

Under Sections 34 and 11 of "The Indian Trusts Act-1882.".

The Petition of Robert Staines of Coimbatore merchant and Walter Ponsonby Scott of Kolagiri, Planter.

The Petitioners abovenamed state as follows:—

1 That they are the present Trustees of the above Wills and post-nuptial Settlement.

2. That by her said last will and Testament (a certified copy of which is herewith filed) the said Beatrix mary Scott gave and devised her two houses "Gable Cottage" at Kotacamand and "Clifton House" at Coonoor to the Trustees

170 words 88 1½ of 6 sheets 9½ (illegible)

GOVERNMENT OF MYSORE

Two Anna Stamp paper

nominated by her will (who were removed by this Court and were Succeeded by the Petitioners) To hold the same upon trust to pay her just debts funeral and testamentary expenses — and after Such payments upon trust for her children the said Waller Pousonby Scott, — Mary Kathleen Scott, alice Emiley Scott — Francis William Scott, John Charles Scott Henry Pousonby Scott and Bertha Margaret Scott or the Survivor or Survivors of them in equal proportions among those living at the attaining of the age of 21 years of her daughter Bertha Margaret Scott or in the case of her death before attaining the age of 21 years at the attaining of Such age of her — youngest Surviving child and the Testatrix further directed that until the Coming of age of her Said daughter Bertha Margaret Scott or in case of her death as aforesaid her Trustees were to rent her Said houses to the best — advantage and to apply the rents towards the maintenance and education of her Said children, and that upon the Coming of age of her Said daughter Bertha Margaret Scott

188 Words 88 2" of 6 Sheets 92 (illegible)

GOVERNMENT OF MYSORE

Two Anna Stamp paper

or of her youngest surviving child the trust is to cease and determine and should her children then or thereafter so desire it the properties one or both might be sold and the proceeds divided equally among her children then living share and share alike, but in case of their not so agreeing the properties were to remain unsold until they are all of one ~~hand~~ mind (sd) in the matter.

3. That all the abovenamed children of the said Testatrix survived her and are now living, all of them with the exception of the two youngest being over the age of 18 years.

4. That the property called "Gable Cottage" yields a net yearly income of about Rupees 800-0-0 only, being only rented for about 6 months in the year at Rs: 200/ a month, *(ie) out of which have to be + that the rates and taxes, gardener's wages, repairs and agency charges which amount to about Rs: 400/ a year.

5. That the petitioners have recently had an offer of Rs: 30.000-0-0 for this property ("Gable Cottage") and have reason to believe that

188 Words 88 3" of 6 Sheets 2½ (illegible)

Two Anna Stamp paper

their-person who made it- is prepared to give even more for it-.

6. That- the late Trustees of the above wills and Post-Nuptial Settlement- have made a claim against- the trust- properties of about- Rs 13,000-0-0 a portion of which is against- the Estate of the above Testatrix.

7. That- the Petitioners have no funds where--with to meet- whatever Sum may be found due to them.

8. That- the beneficiaries under the trusts of the will of the said Testatrix are also the beneficiaries under the trusts of the will of the said Lt- Col: S. P. Scott and the Post-Nuptial Settlement- of the said Lt- Col: S. P. Scott and the Testatrix.

9 That- the Sale of "Gable Cottage" for Rs 30,000-0-0 would be for the benefit of the Estate.

10. That- all the beneficiaries over the age of 18 — Consent- to the Sale of the Same as testified (Sic) by their declaration* hereto annexed.

The Petitioners therefore pray that- under Section 34 of "The Indian Trusts Act- 1882" this Court- will be pleased to advise

188 Words 88 4" of 6 Sheets 3½ (illegible)

Two Anna Stamp paper

them as to the proposed sale of "Gable cottage" and, if this Court is of opinion that the said pro: should be sold, will (under Section 11 of the said act), on behalf of the minor ~ beneficiaries Henry Ponsonby Scott and Bertha Margaret Scott, give its consent to the Sale of the same and give such directions (2d) ~~directions~~ in the premises as to this Court may seem proper. The petitioners also pray that this Court will order the costs of and incidental to this ~ application be borne by the Estate.

(Sd) E. W. Wilkins
Petitioner's attorney

(Signed) Robert Staines
(Sd) W. P. Scott

1-3-98

We Robert Staines and Walter Ponsonby Scott declare that the facts herein stated are true to the best of our knowledge information (2d) ~~Satisfaction~~ and belief.

(Signed) R. Staines
(Sd) W. P. Scott

Declaration

We Walter Ponsonby Scott, Kathleen Mary Scott, Alice Emily Scott, Francis William Scott and John Charles Scott hereby ~

159 words 5" of 6 sheets (2d) (illegible)

Two Anna Stamp paper

declare that we support this application and consent to the proposed sale of "Gable cottage".

Witnesses

(Sd) 1. J Stuart (2d)
" 2. D. McMurray
" 3. W. Barlow
" 4. J. H. Smith

(Sd) W. P. Scott
" J. B. Scott
" M. K. Scott
" A. E. Scott
" F. W. Scott

Order

The District-judge permits the sale and gives Consent on behalf of the minor beneficiaries

2-3-98

(Signed) G. J. Mackenzie
District-judge

Sd (illegible)

(True copy)
Signed (Illegible)
Superintendent

N.B. The parties should apply as soon as possible for the return of all exhibits which they may wish to preserve as the record will be liable to be destroyed after 3 years or after 6 years from this date according to the nature of the exhibit, under the rules for the destruction of records.

(2d) (illegible)
6" & last-Sheet

133 words Copied by S. ( )

District Court
Coimbatore

M. P. No 113 of 1898

Copy of Petition

District And Sessions Court of Coimbatore	
Application made	4-3-98
Stamp papers called for	9-3-98
Stamp papers deposited	11-3-98
Copy ready	24-3-98
Do- delivered	25-3-98
	(illegible)

112

Dated 24. October 1891.

F. I. V. Minchin Esqre
Executor of Captain A. C.
Griffin deceased. —

— to —

A. K. Winterton Esqre

(certified copy)

General Power of
attorney to administer
Estate of deceased.

14

(On Fine rupees Stamp paper)

To all to whom these presents shall come I Frederick James Vivian Brimelow of Gopalpore Ganjam in the Madras Presidency one of the Executors with Probate of the Will and Codicil of Alfred Lohammer Griffin deceased late of Coldeamund on the Nilgiri Hills in the said Presidency send greeting.

Whereas Probate of the Will and Codicil of the said late Alfred Lohammer Griffin under the hand and seal of the District Delegate of the Nilgiris was granted to Charles Nicholls Brimelow and myself the said Frederick James Vivian Brimelow the Executors named in the said Will on the tenth day of September One thousand eight hundred and ninety one.

And whereas the estate property and credits of the said late Alfred Lohammer Griffin (hereinafter called "the Estate") are for the most part in the District of the Nilgiris and I am unable to reside in the said District and from ill health am unable at all times to attend to and to carry on the business of the administration of the said Estate property and credits and am desirous of appointing an attorney for the better and more convenient carrying on and conducting the same.

Now know all men by these presents that I the said Frederick James Vivian Brimelow as such Executor as aforesaid do hereby nominate

Constitute and appoint Alfred Robert Winterton of Coonoor on the Nilgiri Hills Solicitor to be my attorney for me in my name and on my behalf as such executor as aforesaid and either jointly with the said Charles Nicholls Runchin the other Executor with Probate of the said Will and Codicil or otherwise according to law. To administer in all respects the estate property and credits of the Testator according to law and to exercise all or any of the powers given to executors by law.

To get in realize by sale or otherwise and collect all property assets estate credits and effects whatsoever of the Testator in such manner and on all such terms and conditions in all respects as my said attorney shall think fit and for all or any of such purposes to enter into sign and execute and register all such contracts transfers assignments conveyances receipts discharges margin marks cheques letters and other instruments of every nature as my said attorney shall think fit.

And also to postpone any such getting in realization and collection or any part thereof as my said attorney shall deem fit and in the meantime to take possession of manage carry on and control all the said property assets estate credits and effects and to let on lease or hire any immoveable or moveable property of the Testator on such

terms and subject to such conditions as my said attorney shall think fit and to sign execute and register all contracts, leases, and instruments, as in the opinion of my said attorney may be necessary or expedient. And also with or out of the moneys which shall come to the hands of my said attorney to pay and discharge all funeral and death bed charges, moneys, executorship expenses debts legacies and other outgoings, payable out of the said property, assets, estate credits and effects according to law. And to distribute the said property assets, estate credits, and effects among the beneficiaries entitled under the said Will and Codicil according to law

And to prepare sign and file all accounts in any court with reference to the said administration Also from time to time to deposit with any Bank or Bankers any monies drafts cheques or orders which shall come to the hands of my said Attorney and to withdraw the same or any part thereof and for all or any of such purposes to sign and endorse all such cheques drafts and orders as my Attorney shall think fit. To state settle examine and adjust all and every account or accounts whatsoever wherein I or my co-executors aforesaid are or may hereafter in any way be interested and to submit to arbitration or to compromise all matters dealings and transactions whatsoever in anywise relating to

the said administration.

To appear for and represent me in any Court or Courts in all Jurisdictions and before all Collectors, Judges, Magistrates and Revenue and other officials, and to take all such steps and proceedings and do all such acts and things as my said Attorney may deem necessary or expedient.

To nominate and appoint all such Barristers, Advocates, Attorneys, Proctors, Vakeels, Pleaders, Auctioneers, Agents, professional men and others including any partner of said Attorney, and to give and sign all warrants, retainers, Vakalutnamahs or other authorities for all or any of the purposes aforesaid, as occasion shall require, and as and on such terms as my said Attorney shall think fit.

To sign verify and present all petitions, applications, plaints, complaints, written statements, and other documents and proceedings whatsoever.

To make allowances to and arrangements with all tenants and occupiers for the time being of any immoveable property and to receive and give receipts and discharges for all rents and profits due or to become due in respect thereof.

To sign execute endorse and register all papers deeds, documents and instruments, for all or any of the purposes aforesaid as my said attorney shall think fit.

And I do hereby undertake to ratify and confirm

whatsoever my said Attorney shall lawfully do or cause to be done by Virtue of these presents. In witness whereof I have hereunto set my hand and seal the twenty fourth day of October One Thousand eight hundred and ninety one.

Executed by the within named Frederick James Vincent Trimelen Executor with Probate of the Will and Codicil of the late Alfred Solomon Griffin in the presence of

Sd/- F. J. V. Trimelen (SEAL)

Nathaniel Venkatarama Pantulu, 2nd class magistrate of Ganjam on this 24th day of October 1891 Mr Trimelen is personally known to me

One rupee paid for attesting this document.

/Signed/ N. Venkatarama
2nd class magistrate

Compared with the original Power of Attorney & certified to be a true copy thereof

16. 11. 97.

Sydney V. Volge
Sols. to Commissioner

1 Nine rupees Stamp paper (Rs 5/-) W.

To all to whom these presents shall come I Charles Nicholls Buncleun of Bangalore in the Territory of Mysore a Trustee of the Will of Alfred Lohammer Griffin deceased Send Greeting Whereas I am through illness obliged now to proceed to Europe at under medical advice for time and it is necessary that I should appoint an attorney to act for me during my absence from India in the execution of the Trusts of the said Will of the said Alfred Lohammer Griffin deceased with the powers hereinafter contained Now I the said Charles Nicholls Buncleun as such Trustee as aforesaid do hereby nominate constitute and appoint Alfred Robert Winterton of Coimbatore and the Nilgiri Hills Solicitor for me in my name and on my behalf or in the name of my said attorney

To sell realise collect or convert into money any stocks shares securities mortgage and other debts goods effects or there moveable property now forming part of the Trust Estate of the said Alfred Lohammer Griffin deceased or standing in my name or in the names of myself and Frederick Hamond Vincent Buncleun And for all or any of such purposes to execute and register all such transfers receipts recommendances releases discharges and other instruments as my said attorney shall deem necessary And also to demand sue for

enforce payment of said Pecuniary and give discharges for all monies securities for money debts Chattels and other moveable property whatsoever belonging to me and the said Frederick James Vernon Brinckman or either of us as Trustees of the said will or standing or being in our names or in my name and to state settle adjust compound submit to arbitration and compromise all accounts reckonings claims and demands whatsoever which now are or hereafter shall or may be depending between me or between me and the said Frederick James Vernon Brinckman and any person or persons whomsoever in such manner in all respects as my said attorney shall think fit and also to draw cheques on any bank or bankers or on any agent or agents where or with whom any money may be deposited or lodged on any account standing in my name or in my name jointly with the said Frederick James Vernon Brinckman to indorse and receive the proceeds of all cheques given to me or to me and the said Frederick James Vernon Brinckman and to deposit or invest or dispose of any moneys which may come to the hands of my said attorney with any bank or agent or in any lawful manner my said attorney shall think fit and to pay and apply the income of the trust monies under the said Will to or for

the beneficiaries thereunder, according to law and I hereby agree to ratify and confirm whatsoever my said Attorney may do or cause to be done in reference to the premises

In witness whereof I the said Charles Nicholls Brunelin have hereunto set my hand and seal this thirteenth day of November 1896

Executed by the above named Charles Nicholls Brunelin } Sd/- Chas. N. Brunelin (Seal)

(Before me)
/Signed/ H. Chalmers J.P.
Bombay.

Compared with the original Power of Attorney & certified to be a true copy thereof

Sydney V. Edge : Lieut.
Offg. Commd.

15. 11. 97

Dated November 13th 1896.

C. N. Kinchin Esqre

—to—

A. K. Winterton Esqre

Certified Copy of
General Power of attorney

for 7

Winterton + Edge
Co Teamwood.

GOVERNMENT OF MYSORE.

No. 24 O.C 1898.

To Lieut Fin 3 of 97 & 11

Messrs Winterton & Edgar
Solicitors
Ootacamund.

from Secretary to the Govt. in the Judl. & Pol. Depts. to the Govt. of N. Provinces dept.
21/9

Govt. Sir attended to
OK 22/9.

Dated 21st/22 September 1898.

Gentlemen,

Referring to correspondence ending with your letter of the 2nd Instant regarding the purchase of the property, forming called the "Gable Cottage" situated at Ootacamund, I have the honor to state that instructions have been issued to the Bank of Madras, Ootacamund,

a house known as the "Glen View House"

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GOVERNMENT OF MYSORE

-cannnd, to the pay-
-ment to you of the
balance of the purchase
money, Viz Rs: thirty
five thousand. I am
therefore to request you
will be so good as to
have the said amount
paid to the Vendors
~~upon obtaining upon~~
~~these presents duly stamped~~
~~receipt thereof~~, and
get the Conveyance
Deed duly executed
on proper stamped
paper, & registered
in accordance
with the Draft already
approved in this Office
letter No. 115 of the
13th June 1898 of which
a copy has been for-
-warded to you by Mr.
R. J. Scaldwell with his

letter of the 14th inst-

The two copies of the orders of the District Court of Coimbatore, received with your letter under reply, are herewith returned, as desired.

for Secretary

No. 25. S. 21/22. 8th September 1898

Copy to the Comptroller, Mysore Govt., with a request that immediate arrangements may be made for the payment at the Bank of Madras Attacamund, of the sum of Rs 3,000 above referred to, to Messrs Winterton & Edye, Solicitors

for Secretary

21/9/98

OFFICE OF THE
3020
30 SEP 98
Mis 1127
DEWAN OF MYSORE.

189

From

Messrs Winterton & Edge
Solicitors
Rotacamund

To

Registrar

The Secretary to the Govt. of Mysore,
Rev. and Gen. Depts.

Dated 26-9-98.

Despatched

Received

General No.

No.

Enclosure No.

Stating that the conveyance will be executed & registered by the Vendors re "Glen Tilla" on learning that Rs: 35000/- has been placed at our disposal.

References to be marked.

Sent with letter 29-9-98
Mis 3/10/98

Sub to Secty

3/10 We may await further report about the amount having been paid to the Solicitors
4/10/98

Yes Q
7-10-98

Sujan

Advise not to be
time now. The
Solicitors Rs 35000
for the work.
Mr Knock with
Mysore on Phone
on 9-12. Work
Then when the
Conv. - Mysore
by Mysore.

9/12/98

Vide telegram 29-12-98

WINTERTON & EDGE,
SOLICITORS.

Partners
ALFRED ROBERT WINTERTON.
SYDNEY VERNON EDGE.

Telegraphic Code Address:
"CISPELLO."

3020

Mis 1127.

125

Ootacamund,
26th September 1898.

Gen. Fin 3 of 97 8/12

To
The Secretary to the Government of Mysore
Revenue and General Departments
Bangalore

Dear Sir,

- Glenview -

We are in receipt of your letter No. 24 of 21st instant returning the two copies of the orders of the D. C. District Court of Coimbatore.

We note that instructions have been issued to the Bank of Madras Ootacamund for payment to us of the balance of purchase money namely Rs. 35.000/- On learning that this amount has been placed at our disposal, we will have the Conveyance which is already prepared executed and registered by the vendors.

Yours faithfully.

Winterton Edge

GOVERNMENT OF MYSORE

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No. 55 D.C. & 27th April 99. To Genl Sir S of 97
8113

Mr. Tucker The Comptr

In continuation of
this Office No 16688 &
Ins 4044
21st Jan 98 drawing an
advance of Rs 647 for
transmission to the
R. T. Secretariat, Supdt Engr
& Dy Cl. directed,
has the honor to
forward herewith a
Statement of the advances
for the month by
Guard Instructors & Engrs,
Solicitors, being the
only ones at these for
this costs & disbursements
to commence with the
formation of Station

17

property al- [illegible],
& I request that
the above may be
entered & credited to
the purchase value of
the property known
the "Jobb College" & now known
as the "Glen view House"
entered in this Office No
25 Fo 2181 Sept 1898
Dr

By order

C.I.

Asst. Surg

27/5/99